



## FINAL TYPE I NOTICE OF DECISION

### NW Pipeline LLC Boundary Line Adjustment (2021-020-BLA)

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**Proposal:** The applicant is requesting a boundary line adjustment (BLA) to adjust lot lines of three legal lots of record. The BLA will expand parcel 211471000 to accommodate a larger gas meter facility. The subject legal lots of record are within the low density residential (LDR-7.5) zone and sensitive utility corridor overlay district.

**Location:** The three legal lots of record are comprised of four tax lots and located in La Center, Washington: Assessor's numbers: 211463000 & 211450000 (Lot 1), 211470000 (Lot 2), and 211471000 (Lot 3).

## I. CONTACTS

**Applicant/Owner:**

Jean Brady  
NW Pipeline LLC  
8907 NE 219th Street  
Battle Ground, WA 98604  
360-666-2106; [Jean.Brady@Williams.com](mailto:Jean.Brady@Williams.com)

**La Center Staff:**

Ethan Spoo, AICP  
WSP USA Inc.  
Consulting Planner  
210 East 13th Street  
Vancouver, WA 98660

**Applicant Representative:**

John Blaikie  
Olson Engineering, Inc.  
222 E. Evergreen Blvd.  
Vancouver, WA 98660  
360-695-1385; [johnb@olsonengr.com](mailto:johnb@olsonengr.com)

Scott Bucklin  
WSP USA Inc.  
Consulting Planner  
210 East 13th Street  
Vancouver, WA 98660

## II. OVERVIEW

The applicant is requesting the BLA to move existing lot lines to allow for the construction of a larger gas meter station on parcel 211471000. See the attached Exhibit showing the existing and proposed lot lines.

The City annexed the northern portion of Lot 1 (211450000) while leaving the southern portion (211463000) within Clark County. The BLA, as proposed, would only alter lot lines within the City's jurisdiction while keeping lots within the County unchanged. Under local law, BLAs are not permitted to create new lots (see LCMC 18.220). Because the applicant is not proposing a new lot, this criterion is met. The following table provides the existing and proposed lot sizes.

Parcel Number	Lot Size (SF)
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	Existing	Proposed
Lot 1	705,217	700,034
Lot 2	600	599
Lot 3	1,203	6,387

### III. REVIEW

BLAs are processed subject to a Type I review. Once the City receives a complete Type I application, it must issue the decision within 21 calendar days. The City received the application on June 21, 2021 and issued this notice of decision on July 12, 2021 within the allotted time period, in accordance with LCMC 18.30.090.

### LCMC 18.220 – Boundary Line Adjustments

#### 18.220.010(4) Approval Criterion

*(a) No additional lots could be created that do not meet current zoning of the property.*

Finding: The proposed BLA adjusts the lot lines of three existing lots. No new lots are created and therefore this criterion is met.

*(b) The resulting lots must meet current dimensional requirements including minimum width and depth requirements.*

Finding: Minimum widths and depths are not required for lots serving public utilities, per LCMC 18.130.080(2)(a). Typically, the minimum size in the LDR-7.5 zone is 7,500 SF (10,000 duplexes), maximum of 11,000 SF (more when abutting urban growth boundary), and all lots would be required to be a minimum of 60 feet wide by 90-foot depth. Because these requirements do not apply to lots created for utilities, the adjusted lots meet the City’s code requirements.

As a **condition of approval**, the applicant shall record the boundary line adjustment with Clark County and provide the recorded copy to the City of La Center. Failure to record the boundary line adjustment shall render this decision void.

*(c) The resulting lots must be buildable.*

Finding: The adjusted lots will contain a natural gas meter station which does not require sewer or water service. Access to the existing lots are provided by NW Spencer Road, a publicly owned right-of-way in La Center.

The proposed lots are being created to serve public utilities and are therefore exempt from meeting the typical dimensional requirements of the LDR-7.5 zone, therefore staff finds the lots are buildable.

### IV. CONCLUSIONS & DECISION

The review authority finds the applicant has sustained the burden of proving the application complies with the applicable provisions of La Center’s Municipal Code. Therefore, the application is hereby **APPROVED, SUBJECT TO COMPLIANCE WITH THE FOLLOWING CONDITIONS OF APPROVAL:**

1. Compliance with City regulations, plans and standards: Unless otherwise specified herein, at the time of construction and at all times thereafter, the applicant shall comply with all approval requirements established in applicable plans, policies, regulations and standards adopted at the time of this application, including but not limited to, the *La Center Urban Area Comprehensive Plan (LCUACP)*, the *La Center Capital Facilities Plan (LACFP)*, the *La Center Municipal Code*

(LCMC), the La Center engineering standards for Stormwater Management Manual for the Puget Sound Basin (Puget Sound Manual) and grading requirements.

2. The applicant shall record the boundary line adjustment with Clark County and provide the recorded copy to the City of La Center. Failure to record the boundary line adjustment shall render this decision void.

## VI. APPEALS

A final decision regarding a Type I application may be appealed by the applicant or applicant's representative within 14 calendar days of this decision date. Appeals shall contain all information specified in LCMC 18.30.130. The public record for this file is available at the City's Public Works Building, 305 NW Pacific Highway, La Center, Washington between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. Please contact Sarah Dollar at 360-263-7665 for further information.

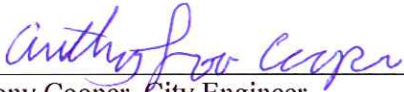
For an appeal regarding a decision subject to a Type I process, the City Clerk shall schedule a 'de novo' review to be held by the hearings examiner not more than 21 days from the date a complete appeal was timely filed. The hearing's examiner shall send to the City Clerk the final decision for distribution to the applicant and applicant's representative per LCMC 18.030.130(4)(a).

Dated this 12<sup>TH</sup> day of July 2021.



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Ethan Spoo, Consulting Planner, WSP



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Tony Cooper, City Engineer

### Exhibits:

Application materials

# Exhibit A



# Master Land Use Application



City of La Center, Planning Services  
305 NW Pacific Highway  
La Center, WA 98629

[www.ci.lacenter.wa.us](http://www.ci.lacenter.wa.us)

Ph. 360.263.7665 Fax: 360.263.7666

[www.ci.lacenter.wa.us](http://www.ci.lacenter.wa.us)

## Property Information

Site Address 31008 NW Spencer Road, Ridgefield, WA 98642

Legal Description #14 SEC 10 T4N R1EWM 13.42A, #30 SEC 10 T4NR1EWM 3.35A

Assessor's Serial Number 211450-000, 211463-000, 211470-000, 211471-000

Lot Size (square feet) 16.19 acres (ASN 211450-000 & 211463-000)

Zoning/Comprehensive Plan Designation Urban Residential, low density LDR 7.5

Existing Use of Site Residential and utility facility / substation

## Contact Information

### APPLICANT:

Contact Name Jean Brady, Land Representative

Company Northwest Pipeline LLC (Williams)

Phone 360-666-2106

Email Jean.Brady@Williams.com

Complete Address 8907 NE 219th Street Battle Ground, WA 98604

Signature *Jean Brady*

(Original Signature Required)

### APPLICANT'S REPRESENTATIVE:

Contact Name John Blaikie, PLS

Company Olson Engineering, Inc.

Phone 360-695-1385

Email johnb@olsonengr.com

Complete Address 222 E. Evergreen Blvd. Vancouver, WA 98660

Signature *[Signature]*

(Original Signature Required)

### PROPERTY OWNER:

Contact Name Jean Brady, Land Representative

Company Northwest Pipeline LLC (Williams)

Phone 360-666-2106

Email Jean.Brady@Williams.com

Complete Address 8907 NE 219th Street Battle Ground, WA 98604

Signature *Jean Brady*

(Original Signature Required)







**AGREEMENT TO PAY PROFESSIONAL, PROJECT REVIEW, INSPECTION AND RELATED EXPENSES**

THIS AGREEMENT is entered into by and between the City of La Center, a Washington municipal corporation, and Applicant \_\_\_\_\_ concerning the following Project:

Project address: Parcel #: 211450-000, 211463-000, 211470-000 & 211471-000

Project/permit review: \_\_\_\_\_

Applicant recognizes that the City is obligated by state law and the La Center Municipal Code to provide a complete review of land use and development applications, including all technical support documents, to determine compliance with all applicable approval standards. The City is also authorized to recover from applicants the actual cost of performing land use and technical plan and project reviews, including engineering, project inspections, planning and legal peer review. The costs of internal and outsourced review will be charged on an actual time and materials basis plus administrative fees as approved by City Council Resolution No. 13-372. To recover actual costs, the City will invoice the Applicant monthly for the costs of all internal and all outsourced review for this project. Payment is due by the Applicant within 30 days.

Applicant hereby agrees to pay the City's actual (time and materials) pertaining to reviews associated with the above named for land use review, engineering review, plan review, peer review, inspection and associated fees associated with or for the above-mentioned project. The Applicant further agrees to any delay in the issuance of a final decision on the Project until the Applicant has paid or kept current all of the City's review costs as provided and billed.

Any dispute that arises over the interpretation or application of this Agreement shall be resolved by the City Council through a public hearing process. The City Council's decision in such a matter shall be final.

**IT IS SO AGREED:**

**Applicant**

By: Jean Brady

Jean Brady

Title: Senior Land Representative

Date: 6/30/2021

**City of La Center**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# Master Land Use Application



City of La Center, Planning Services  
305 NW Pacific Highway  
La Center, WA 98629

[www.ci.lacenter.wa.us](http://www.ci.lacenter.wa.us)

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Company Northwest Pipeline LLC (Williams)

Phone 360-666-2106

Email Jean.Brady@Williams.com

Complete Address 8907 NE 219th Street Battle Ground, WA 98604

Signature Jean Brady

*(Original Signature Required)*

### APPLICANT'S REPRESENTATIVE:

Contact Name John Blaikie, PLS

Company Olson Engineering, Inc.

Phone 360-695-1385

Email johnb@olsonengr.com

Complete Address 222 E. Evergreen Blvd. Vancouver, WA 98660

Signature [Signature]

*(Original Signature Required)*

### PROPERTY OWNER:

Contact Name Pamela Johnson, Trustee

Company Esther Johnson Irrevocable Trust

Phone 360-263-3134

Email pjohnson964@yahoo.com

Complete Address 31008 NW Spencer Road, Ridgefield, WA 98642

Signature Pamela Johnson

*(Original Signature Required)*



**Development Proposal**

Project Name \_\_\_\_\_

Type(s) of Application Type 1, Boundary Line Adjustment

Previous Project Name and File Number(s), if known None

Pre-Application Conference Date and File Number N/A

Description of Proposal (See attached Narrative)

**Office Use Only**

File # \_\_\_\_\_

Planner \_\_\_\_\_

Received By \_\_\_\_\_

Fees: \$ \_\_\_\_\_

Date Received: \_\_\_\_\_

Date Paid: \_\_\_\_\_

Procedure:  Type I  
 Type II  
 Type III  
 Type IV

Receipt # \_\_\_\_\_

Notes \_\_\_\_\_



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By: Jean Brady

Jean Brady

Title: Senior Land Representative

Date: 6/30/2021

**City of La Center**

By: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# Master Land Use Application



City of La Center, Planning Services  
305 NW Pacific Highway  
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Phone 360-666-2106

Email Jean.Brady@Williams.com

Complete Address 8907 NE 219th Street Battle Ground, WA 98604

Signature *Jean Brady*

(Original Signature Required)

### APPLICANT'S REPRESENTATIVE:

Contact Name John Blaikie, PLS

Company Olson Engineering, Inc.

Phone 360-695-1385

Email johnb@olsonengr.com

Complete Address 222 E. Evergreen Blvd. Vancouver, WA 98660

Signature *[Signature]*

(Original Signature Required)

### PROPERTY OWNER:

Contact Name Steven Walti

Company Northwest Natural Gas Company

Phone 503-610-7347

Email s4w@nwnatural.com

Complete Address 250 SW Taylor Street, Portland, OR 97204

Signature *Steven Walti*

Steven Walti (Jul 1, 2021 14:37 PDT)

(Original Signature Required)



## Development Proposal

Project Name \_\_\_\_\_

Type(s) of Application Type 1, Boundary Line Adjustment

Previous Project Name and File Number(s), if known None

Pre-Application Conference Date and File Number N/A

Description of Proposal (See attached Narrative)

### Office Use Only

File # \_\_\_\_\_

Planner \_\_\_\_\_

Received By \_\_\_\_\_

Fees: \$ \_\_\_\_\_

Date Received: \_\_\_\_\_

Date Paid: \_\_\_\_\_

Procedure:  Type I  
 Type II  
 Type III  
 Type IV

Receipt # \_\_\_\_\_

Notes \_\_\_\_\_








# Master Land Use App Northwest Natural 20210630

Final Audit Report

2021-07-01

Created:	2021-07-01
By:	Marlyse McKenzie (marlyse.mckenzie@nwnatural.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVWK8Y_V_iOow_YR-svqhGslBGWlpLCRR

## "Master Land Use App Northwest Natural 20210630" History

-  Document created by Marlyse McKenzie (marlyse.mckenzie@nwnatural.com)  
2021-07-01 - 9:31:25 PM GMT- IP address: 192.122.244.69
-  Document emailed to Steven Walti (Steven.Walti@nwnatural.com) for signature  
2021-07-01 - 9:33:37 PM GMT
-  Email viewed by Steven Walti (Steven.Walti@nwnatural.com)  
2021-07-01 - 9:36:49 PM GMT- IP address: 73.157.162.157
-  Document e-signed by Steven Walti (Steven.Walti@nwnatural.com)  
Signature Date: 2021-07-01 - 9:37:42 PM GMT - Time Source: server- IP address: 73.157.162.157
-  Agreement completed.  
2021-07-01 - 9:37:42 PM GMT

## Boundary Line Adjustment



City of La Center, Planning services  
 305 NW Pacific Highway  
 La Center, WA 98629  
[www.ci.lacenter.wa.us](http://www.ci.lacenter.wa.us)  
 Ph. 360.263.7665 Fax: 360.263.7666

A boundary Line adjustment (BLA) is a division made for the purpose of adjusting boundary lines which does not create any additional lot, tract, parcel, site or division which contains insufficient area and dimension to meet minimum requirements for width and area for a building a building site. Boundary line adjustments may not be concurrently reviewed with another land division if the proposed adjustment might affect the perimeter of the other land division.

Boundary line adjustments recorded through the county assessor's office do not ensure such adjustments meet current zoning requirements. BLA applications approved through the La Center Planning Department ensure compliance with current zoning requirements, and are reviewed and approved through the TYPE 1 process, pursuant to LCMC 18.30.080. The planning director shall review the boundary line adjustments through a TYPE 1 procedure. Prior to approval, the city engineer shall find whether the adjustment will interfere with the extension of any planned right-of-way, public utility easement or capital facility identified by the CFP

### Adjustment Analysis Information:

Lot Information	Lot Area	Lot Width	Lot Depth
Code Required Minimum	7500 sq. ft.	60 ft.	90 ft.
Existing Lot 1 <i>211463-000 / 211450-000</i>	705,217 sq. ft.	600 ft.	1126 ft.
Proposed Lot1 "	700,034 sq. ft.	600 ft.	1126 ft.
Existing Lot 2 <i>211470-000</i>	600 sq. ft.	N/A ft.	N/A ft.
Proposed Lot 2 "	599 sq. ft.	N/A ft.	N/A ft.
Existing Lot 3 <i>211471-000</i>	1,203 sq. ft.	N/A ft.	N/A ft.
Proposed Lot 3 "	6,387 sq. ft.	N/A ft.	N/A ft.

## Application Submittal Checklist

### Application Requirements for all Reviews:

- Master Application Form:** Provide Completed Master Land Use Application form with original signature(s)
- Checklist:** Provide Completed Submittal Checklist
- Written Narrative:** A detailed description of the proposed lot line adjustment and the reason for an adjustment
- Adjustment Analysis Information**
- The Appropriate Fee: \$425 + \$75/Lot**
- Sales History Since 1969:**  
Including:
  - Copies of all deeds or real estate contracts showing previous owners or division of original parcels.
  - Prior segregation requests.
  - Prior recorded surveys.
  - Other information demonstrating compliance with the approval criteria.
- A site plan showing current condition.**  
Including:
  - The applicants and contact person's name, mailing address and phone number.
  - Owners name and address
  - Layout and dimensions of parcels drawn to scale
  - North arrow (oriented to the top, left or right of page), scale and date.
  - Area of existing sites in acres or square feet.
  - Locations of all existing buildings/structures, septic tanks and drain fields, wells and on-site utilities, and their distance in feet from all property lines.
  - Public and private roads and their dimensions and location
  - Private road and utility easements and their dimensions and location.
- Approval criteria**
  - No additional lots could be created that do not meet current zoning of the property
  - Lots must meet current size requirements including minimum width and depth requirements
  - Lots must be buildable [Ord. 2006-17, 2006.]

## Boundary Line Adjustment Affidavit

*By affixing my signature hereto, I certify under penalty of perjury that the information furnished herein is true and correct to the best of my knowledge. I have owner(s) permission to submit this application. I agree to hold harmless the city of La Center as to any claim (including costs, expenses and attorney's fees incurred in the investigation of such claim) which may be made by any person, including myself, and filed against the city of La Center, but only where such claim arises out of the reliance of the city, including its officers and employees, upon the accuracy of the information provided to the city as a part of this application.*



Applicant's signature

6/18/21

Date

John BLAIKIE

Print Applicants Name

Jean Brady

Property Owners Signature

6/21/2021

Date

Jean Brady

Print Property Owners Name

June 18, 2021

**BOUNDARY LINE ADJUSTMENT APPLICATION FOR NORTHWEST PIPELINE, LLC**  
**NARRATIVE (LETTER OF INTENT)**

This narrative is provided in order to support the applicant, Northwest Pipeline LLC, who is proposing to perform a Boundary Line Adjustment between a parcel under their ownership as well as two adjacent owners. The adjustment is being proposed in order to remedy two items. The first is to correct ambiguous deed calls contained within 1964 acquisitions by Northwest Natural Gas Company and El Paso Natural Gas Company (Northwest Pipeline, LLC - AKA Williams) which resulted in the existing gas utility infrastructure being constructed outside of the legally described location. The second is to facilitate utility and infrastructure upgrades to the Northwest Pipeline LLC meter station facility for the continued benefit and safety of the public and patrons for which the utility serves.

The subject parcel numbers consist of Clark County Assessor's Parcel No. (APN) 211463-000, APN 211450-000, APN 211470-000 and APN 211470-000 located in the Southwest 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 10, Township 4 North, Range 1 East, W.M. City of La Center, Clark County, Washington.

The parcels are located within the Urban Residential area as depicted in the City of La Center 2016 Comprehensive Plan Designation and zoned Low Density Residential (LDR 7.5). The subject parcels are also located within the Sensitive Utility Corridor and Urban Reserve – 10 (UR-10) Overlay District (Limited to APN 211463-000).

**Existing Conditions:**

APN 211463-000 is currently owned by the Esther Johnson Irrevocable Trust and has an existing parcel area of 3.35 acres according to Clark County GIS records (57,178 square feet, or 1.31 acres by survey) and does not contain any structures. The proposed adjustment will not affect this parcel. The existing area by survey is 57,178 square feet or 1.31 acres.

APN 211450-000 is currently owned by the Esther Johnson Irrevocable Trust and has an existing parcel area of 13.42 acres according to Clark County GIS records (648,039 square feet, or 14.88 acres by survey) and contains approximately 7 building structures throughout the parcel. The proposed adjustment will result in a final area of 642,856 square feet or 14.76 acres.

APN 211470-000 is currently owned by Northwest Natural Gas Company and has an existing parcel area of 0.01 acres according to Clark County GIS records (600 square feet by survey). This is a legal nonconforming parcel based on the current zoning standards and is considered exempt from meeting the minimum lot size standards as defined in LCMC 18.30.080. Existing improvements located on the parcel consist of natural gas infrastructure facilities. The proposed adjustment will result in a final area of 599 square feet or 0.01 acres.

APN 211471-000 is currently owned by Northwest Pipeline LLC and has an existing parcel area of 0.02 acres according to Clark County GIS records (1,203 square feet by survey). This is a legal nonconforming parcel based on the current zoning standards and is considered exempt from meeting the minimum lot size standards as defined in LCMC 18.30.080. Existing improvements located on the parcel consist of natural gas infrastructure facilities. The proposed adjustment will result in a final area of 6,387 square feet or 0.15 acres.

**Sales History:**

See attached sales history prepared by Clark County Title.

**Response to Approval Criteria:**

The approval criteria for a boundary line adjustment, which are set for in LCMC 18.220.010 (4) are discussed below:

*(a). No additional parcel(s) shall be created by the boundary adjustment.*

The proposal meets this criterion since no new parcels are created.

*(b). Lots must meet current size requirements including minimum width and depth requirements.*

LCMC 18.130.080 Density Requirements (1) exempts Lots created for utilities from being subject to lot size requirements. The residential parcels APN 211463-000 and APN 211450-000 exceed the current size requirements as stated under LCMC 18.130.080 Density Requirements and 18.130.090 Lot coverage and dimensions for LDR-7.5

*(c). Lots must be buildable. [Ord. 2006-17ss 1, 2006].*

LCMC 18.130.080 Density Requirements (1) exempts Lots created for utilities from being subject to lot size requirements. The utility parcels are existing legal nonconforming parcels which are retaining the nonconforming use which was lawfully in place at the time of creation and are defined under Utilities easements and Utility substation facilities of the LCMC 18.40 Definitions. The residential parcels APN 211463-000 and APN 211450-000 exceed the current size requirements as stated under LCMC 18.130.080 Density Requirements and 18.130.090 Lot coverage and dimensions for LDR-7.5 are remain buildable lots.

Since all criteria are met, we respectfully request approval of this boundary adjustment. Please contact us with any questions about this proposal.





# SALES HISTORY

Parcel 211471000 & 211450000

31008 NW SPENCER RD,  
RIDGEFIELD, WA 98642

 **Clark County Title**

5744031 D

Total Pages: 3 Rec Fee: \$105.50

Recorded in Clark County, WA 06/11/2020 02:06 PM

PAMELA JOHNSON

When recorded return to:

Pamela Johnson  
31008 NW Spencer Rd  
Ridgefield, WA 98642

**QUIT CLAIM DEED**

THE GRANTOR(S)

Pamela Johnson

for and in consideration of

in hand paid, conveys and quit claims to

Esther Johnson Irrevocable Trust

the following described real estate, situated in the County of Clark, State of Washington

together with all after acquired title of the grantor(s) herein:

31008 NW Spencer Rd  
Ridgefield, Wash 98642

#14 Sec 10 T4N R1E Wm 13.42 A  
#30 Sec 10 T4N R1E Wm 3.35 A

Abbreviated Legal: (Required if full legal not inserted above.) See Attached

Tax Parcel Number(s):

211450000  
211463000



Dated: 5/11/2020

Pamela Johnson

STATE OF WASHINGTON  
COUNTY OF CLALLAM



ss.

I certify that I know or have satisfactory evidence that  
Pamela Johnson (is/are) the person(s) who appeared  
before me, and said person(s) acknowledged that she signed this instrument and acknowledged it to be  
free and voluntary act for the uses and purposes mentioned in this instrument..

Dated: MAY 11, 2020

Lauryn Hull LAURYN HULL

Notary name printed or typed:  
Notary Public in and for the State of WASHINGTON  
Residing at CLALLAM  
My appointment expires: 12/5/22

EXHIBIT "A"

That portion of the West half of Section 10, Township 4 North, Range 1 East of the Willamette Meridian, described as follows:

Commencing at a point on the West line of said Section 10, 1474.93 feet South of the Northwest quarter thereof said point being the Southwest corner of that tract conveyed to John C. Relyea, by deed recorded under Auditor's File No. 0 563784; thence East along the South line of said Relyea tract and the Easterly extension thereof 770 feet to the true point of beginning; thence continuing East along said Easterly extension 600.00 feet; thence South  $0^{\circ} 12' 53''$  West 825.28 feet, more or less, to the North line of County Road No. 29; thence Southwesterly along said County Road to a point South  $0^{\circ} 12' 53''$  West from the point of beginning; thence North  $0^{\circ} 12' 53''$  East 1426.13 feet to the point of beginning. 207

EXCEPT the following described property:

Beginning at a point on the West right of way line of County Road No. 29, said point bears North  $24^{\circ} 12'$  East a distance of 2,990.6 feet from the Southwest corner of said Section 10; thence South  $34^{\circ} 53'$  West along said road right of way a distance of 20.0 feet to the Southeast corner of said tract; thence North  $53^{\circ} 15'$  West a distance of 29.3 feet to the Southwest corner of said tract; thence North  $32^{\circ} 57'$  East a distance of 60.1 feet to the Northwest corner of said tract; thence South  $53^{\circ} 15'$  East a distance of 30.1 feet to a point on the West right of way line of said County Road No. 29 for the Northeast corner of said tract; thence along said right of way line South  $32^{\circ} 57'$  West a distance of 30.4 feet and South  $33^{\circ} 26'$  West a distance of 9.7 feet to the point of beginning.

5646986 D

Total Pages: 3 Rec Fee: \$105.50

Recorded in Clark County, WA 09/11/2019 12:09 PM

PAMELA JOHNSON

Excise #: 809241 Excise Amount: 10

When recorded return to:

Pamela Johnson  
31008 NW Spencer Rd  
Ridgefield, WA 98642

### QUIT CLAIM DEED

THE GRANTOR(S)

Esther Johnson Trust

for and in consideration of

in hand paid, conveys and quit claims to

Pamela Johnson

the following described real estate, situated in the County of Clark, State of Washington

together with all after acquired title of the grantor(s) herein:

31008 NW Spencer Rd  
Ridgefield, WA 98642

#14 Sec 10 T4N R1E Wm 13.42 A  
#30 Sec 10 T4N R1E Wm 3.35 A.

Abbreviated Legal: (Required if full legal not inserted above.)

Tax Parcel Number(s):

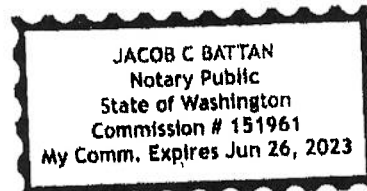
#211450000  
#211463000

Dated:

8/26/19  
Pamela Johnson

STATE OF Washington  
COUNTY OF Clark

ss.



I certify that I know or have satisfactory evidence that

Pamela K. Johnson -

(is/are) the person(s) who appeared

before me, and said person(s) acknowledged that she signed this instrument and acknowledged it to be  
her free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 08/26/2019

Jacob C. Battan  
Notary name printed or typed: Jacob C. Battan  
Notary Public in and for the State of Washington  
Residing at Vancouver, WA 98661  
My appointment expires: June 26, 2023

EXHIBIT "A"

That portion of the West half of Section 10, Township 4 North, Range 1 East of the Willamette Meridian, described as follows:

Commencing at a point on the West line of said Section 10, 1474.93 feet South of the Northwest quarter thereof said point being the Southwest corner of that tract conveyed to John C. Relyea, by deed recorded under Auditor's File No. G 565784; thence East along the South line of said Relyea tract and the Easterly extension thereof 770 feet to the true point of beginning; thence continuing East along said Easterly extension 600.00 feet; thence South  $0^{\circ} 12' 53''$  West 825.28 feet, more or less, to the North line of County Road No. 29; thence Southwesterly along said County Road to a point South  $0^{\circ} 12' 53''$  West from the point of beginning; thence North  $0^{\circ} 12' 53''$  East 1426.13 feet to the point of beginning. 207

EXCEPT the following described property:

Beginning at a point on the West right of way line of County Road No. 29, said point bears North  $24^{\circ} 12'$  East a distance of 2,990.6 feet from the Southwest corner of said Section 10; thence South  $34^{\circ} 53'$  West along said road right of way a distance of 20.0 feet to the Southeast corner of said tract; thence North  $53^{\circ} 15'$  West a distance of 29.3 feet to the Southwest corner of said tract; thence North  $32^{\circ} 57'$  East a distance of 60.1 feet to the Northwest corner of said tract; thence South  $53^{\circ} 15'$  East a distance of 30.1 feet to a point on the West right of way line of said County Road No. 29 for the Northeast corner of said tract; thence along said right of way line South  $32^{\circ} 57'$  West a distance of 30.4 feet and South  $33^{\circ} 26'$  West a distance of 9.7 feet to the point of beginning.

Salmon Creek Law Offices  
Trent Kunz, Attorney at Law  
1412 NW 134<sup>TH</sup> Street, Suite 130  
Vancouver, WA 98685

Real Estate Excise Tax  
Ch. 11 Rev. Laws 1951  
EXEMPT  
Affd. # 580190 Date 11-17-05  
For Details of tax paid see  
By Doug Lasher  
Clark County Treasurer Rv  
Deputy

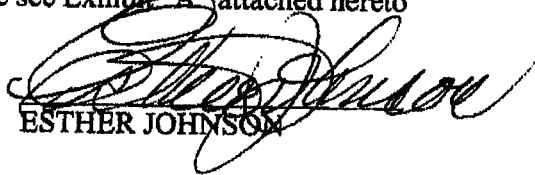
QUIT CLAIM DEED

Grantor: ESTHER JOHNSON  
Grantee: ESTHER JOHNSON, TRUSTEE OF THE ESTHER JOHNSON REVOCABLE TRUST  
Abbreviated Legal Description: 14 SEC 10 T4N R1EWM 13.42A 30 SEC 10 T4N R1EWM  
Parcel No. 211450-000 211463-000 3.5A  
Related Auditor Nos.: NA

THE GRANTOR, ESTHER JOHNSON, for and in consideration of love and affection, conveys and quit claims to GRANTEE, ESTHER JOHNSON, Trustee, or her successor(s) in trust under the ESTHER JOHNSON REVOCABLE TRUST dated September 30, 2005 and any amendments thereto, all of her right, title and interest in the following described real estate, situated in the County of Clark, state of Washington, together with all after acquired title of the grantor therein:

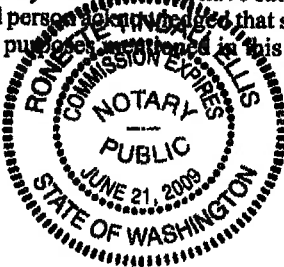
Please see Exhibit "A" attached hereto

Dated: 10/24/05

  
ESTHER JOHNSON

STATE OF WASHINGTON )  
COUNTY OF CLARK )-ss

I certify that I know or have satisfactory evidence that ESTHER JOHNSON is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.



Dated: 10-24-05  
Ronette Tindall Ellis  
Notary Public in and for the state of Washington  
My appointment expires: 6-21-09  
Residing at: Yacolt, WA



EXHIBIT "A"

That portion of the West half of Section 10, Township 4 North,  
Range 1 East of the Willamette Meridian, described as follows:

Commencing at a point on the West line of said Section 10,  
1474.93 feet South of the Northwest quarter thereof said point being  
the Southwest corner of that tract conveyed to John C. Relyea, by deed  
recorded under Auditor's File No. G 565784; thence East along the  
South line of said Relyea tract and the Easterly extension thereof  
770 feet to the true point of beginning; thence continuing East  
along said Easterly extension 600.00 feet; thence South 0° 12' 53"  
West 825.28 feet, more or less, to the North line of County Road  
No. 29; thence Southwesterly along said County Road to a point  
South 0° 12' 53" West from the point of beginning; thence North  
0° 12' 53" East 1426.13 feet to the point of beginning. 207

EXCEPT the following described property:

Beginning at a point on the West right of way line of County  
Road No. 29, said point bears North 24° 12' East a distance of  
2,990.6 feet from the Southwest corner of said Section 10; thence  
South 34° 53' West along said road right of way a distance of 20.0  
feet to the Southeast corner of said tract; thence North 33° 15'  
West a distance of 29.3 feet to the Southwest corner of said tract;  
thence North 32° 57' East a distance of 60.1 feet to the Northwest  
corner of said tract; thence South 33° 15' East a distance of 30.1  
feet to a point on the West right of way line of said County Road  
No. 29 for the Northeast corner of said tract; thence along said  
right of way line South 32° 57' West a distance of 30.4 feet and South  
33° 26' West a distance of 9.7 feet to the point of beginning.



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## Department of Health, Death Index, 1907-1960; 1965-2017 - Johnson - Elmer - A

Like 0



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**Record Series:** [Death Records](#)  
**Collection:** [Department of Health, Death Index, 1907-1960; 1965-2017](#)  
**County:** Statewide

**Reference Number:** 39B00801-716F-354D-9731-B1ACF71010BD  
**Person-Last-Name:** JOHNSON  
**Person-First-Name:** ELMER  
**Person-MI:** A  
**Death County:** Clark County  
**Sex:** M  
**Residence County:** Clark County  
**Death-Date:** 9/22/2004  
**Age-Primary:** 81  
**Column1:**

Source: /Record/View/12D7B2DA274BA96B7481D558CAA0F9E2

Do you have comments, questions, or transcription errors?

[Give us Feedback](#)

Date Added	Name	Comment
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**Preferred Citation:**  
[Identification of Item], Department of Health, Death Index, 1907-1960; 1965-2017, Washington State Archives, Digital Archives, <http://www.digitalarchives.wa.gov>, [date accessed].

**Source of Transfer:**  
State Government Archives  
Health, Department of

**Related Records:**  
This index was created by volunteers (1907-1960) and by a data extract from the Department of Health's system (1965-2017). Images up to twenty-five years ago may be found in our collection of Department of Health, Death Certificates [here](#).

**Notes:**  
If you believe a record to be in error you can contact Washington Department of Health, Center for Health Statistics for steps on how to file a correction. If you are interested in purchasing a certified copy of a death record from July 1, 1907 to 3 months before the present, please contact the Washington Department of Health, Center for Health Statistics telephone contact: (360) 236-4313 or (360) 236-4312.

1907-1960 files indexed by The Church Of Jesus Christ of Latter-Day Saints Family Search Indexing Project. Volunteers who ... [More](#)

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This is an index of Deaths recorded with Washington's Dept. of Health. Please contact DOH Center for Health Statistics to order certificates.

Washington Secretary of State  
Washington State Archives  
Digital Archives  
960 Washington Street  
Cheney, WA 99004  
(509) 235-7500  
Phone Numbers





Per attached description

*Elmer Johnson*  
SEP 21 1989

ELIZABETH LUCE

This deed is given in fulfillment of that certain real estate contract between the parties hereto, dated August 31, 1973, and conditioned for the conveyance of the above described property, and the covenants of warranty herein contained shall not apply to any title, interest or encumbrance arising by, through or under the purchaser in said contract, and shall not apply to any taxes, assessments or other charges levied, assessed or becoming due subsequent to the date of said contract.

Real Estate Sales Tax was paid on this sale on

, Rec. No.

208

Dated this 20th day of September, 1989

*Wayne C. Adams* (SEAL)

*Violet M. Adams* (SEAL)

STATE OF WASHINGTON,  
County of Clark

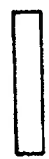
On this day personally appeared before me, Wayne C. Adams and Violet M. Adams

to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 20th day of September, 1989

211 Bay 31008  
NW Spencer Rd.  
Bldg 98642  
WA-52 (7/70)

*Wanda LeBevier*  
Notary Public in and for the State of Washington,  
residing at Vancouver





981228

EXCEPT that portion lying within the land conveyed to Mary Hill by deed recorded under auditor's file No. F 41229.

ALSO EXCEPT that portion conveyed to Wm. F. Howard, by deed recorded under auditor's file No. G372786, described as follows:

Beginning at a point on the West right of way line of County Road No. 29, said point bears North 24°12' East a distance of 2990.6 feet from the Southwest corner of said Section 10, thence South 34°53' West along said road right of way a distance of 20.0 feet to the Southeast corner of said tract; thence North 53°15' West a distance of 29.3 feet to the Southwest corner of said tract; thence North 32°57' East a distance of 60.1 feet to the Northwest corner of said tract; thence South 53°15' East a distance of 30.1 feet to a point on the West right of way line of said County Road No. 29 for the Northeast corner of said tract; thence along said right of way line South 32°57' West a distance of 30.4 feet and South 33°26' West a distance of 9.7 feet to the point of beginning.

ALSO EXCEPT portion lying within Farm to Market Road No. 29.

Parcel 3

That portion of the Northwest quarter of the Southwest quarter of Section 10, Township 4 North, Range 1 East of the Willamette Meridian, that lies North of Farm to Market Road No. 29.

EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

Parcel A

Beginning at the Northwest corner of Section 10, Township 4 North, Range 1 East of the Willamette Meridian, in Clark County, Washington; thence South 0°12'53" West along the West line of Section 10, 1474.93 feet; thence South 89°47'07" East 1820.00 feet to the true point of beginning; thence South 89°47'07" East 584.81 feet to the centerline of County Road No. 29; thence South 45°00'00" East along said centerline 35.19 feet; thence along the arc of a 100.00 foot radius curve to the right 157.92 feet; thence South 45°29'02" West 18.97 feet; thence along the arc of a 238.78 foot radius curve to the right 179.62 feet; thence South 88°35'02" West 291.30 feet; thence North 28°58'04" West 294.93 feet to the true point of beginning.  
EXCEPT County Roads.

Parcel B

Beginning at the Northwest corner of Section 10, Township 4 North, Range 1 East of the Willamette Meridian, in Clark County, Washington; thence South 0°12'53" West along the West line of Section 10, 1474.93 feet; thence South 89°47'07" East 1370.00 feet to the true point of beginning; thence South 89°47'07" East 450.00 feet; thence South 28°58'04" East 294.93 feet to the centerline of County Road No. 29; thence along the arc of a 70.75 foot radius curve to the left 109.26 feet, the chord of which bears South 44°20'31" West 98.72 feet; thence South 0°06'02" West 171.70 feet; thence along the arc of

981229

a 88.12 foot radius curve to the right 123.34 feet; thence South 80°18'02" West 143.30 feet; thence along the arc of a 190.91 foot radius curve to the left 112.07 feet; thence South 46°40'02" West 118.80 feet; thence along the arc of a 1434.78 foot radius curve to the left 186.61 feet; thence North 0°12'53" East 872.23 feet to the true point of beginning.

EXCEPT county Roads and EXCEPT beginning at the Northwest corner of Section 10, Township 4 North, Range 1 East of the Willamette Meridian, in Clark County, Washington; thence South 0°12'53" West along the West line of Section 10, a distance of 1474.93 feet; thence South 89°47'07" East 1594.43 feet to the true point of beginning; thence South 89°47'07" East 225.57 feet; thence South 190.00 feet; thence West 251.02 feet; thence North 7°35'55" East 192.54 feet to the true point of beginning; except any portion thereof lying North of the South 1155 feet of said Northwest quarter of Section 10.

A portion of the property conveyed herein was sold to Elmer A. Johnson and Esther Johnson, husband and wife, pursuant to Real Estate Contract recorded under Clark County auditor's file No. G 644693. Grantees herein shall be entitled to payments on said contract and agree to honor the same.

The purpose of this deed is to cancel Gary G. Youngstrom's interest in and to that certain Real Estate Contract dated May 24, 1968 and recorded May 28, 1968, under Clark County auditor's file No. G 515159.

DATED this 29<sup>th</sup> day of October, 1975.

*Gary G. Youngstrom*  
Gary G. Youngstrom

STATE OF WASHINGTON )  
County of Clark ) ss.

On this day personally appeared before me GARY G. YOUNGSTROM, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 29<sup>th</sup> day of October, 1975.

FILED FOR RECORD  
CLARK CO. WASH.  
NOV 7 11 53 AM '75  
RON DUTZAUER

*[Signature]*  
Notary Public in and for the State of Washington, Residing at Vancouver.





C 646627  
114236

re-recorded to correct legal  
REAL ESTATE CONTRACT 890056  
(FORM A-1964)

107-1-112  
400.00  
114236  
8-31-73  
174

THIS CONTRACT, made and entered into this 31st day of August 1973  
between Gary G. Youngstrom and Carole J. Youngstrom, husband and wife,  
hereinafter called the "seller," and Elmer A. Johnson and Esther Johnson, husband and wife,  
hereinafter called the "purchaser,"

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, with the appurtenances, in Clark County, State of Washington:

That portion of the West half of Section 10, Township 4 North, Range 1 East of the Willamette Meridian, described as follows:  
Commencing at a point on the West line of said Section 10, 1474.93 feet South of the Northwest quarter thereof said point being the Southwest corner of that tract conveyed to John C. Relyea, by deed recorded under Auditor's File No. G 565784; thence East along the South line of said Relyea tract and the Easterly extension thereof 770 feet to the true point of beginning; thence continuing East along said Easterly extension 600.00 feet; thence South 0° 12' 53" West 825.28 feet, more or less, to the North line of County Road No. 29; thence Southwesterly along said County Road to a point South 0° 12' 53" West from the point of beginning; thence North 0° 12' 53" East 1426.13 feet to the point of beginning.

EXCEPT the following described property;  
Beginning at a point on the West right of way line of County Road No. 29, said point bears North 24° 12' East a distance of 2990.6 feet from the Southwest corner of said Section 10; thence South 34° 53' West along said road right of way a distance of 20.0 feet to the Southeast corner of said tract; thence North 53° 15' West a distance of 29.3 feet to the Southwest corner of said tract; thence North 32° 57' East a distance of 60.1 feet to the Northwest corner of said tract; thence South 53° 15' East a distance of 30.1 feet to a point on the West right of way line of said County Road no. 29 for the Northeast corner of said tract; thence along said right of way line South 32° 57' West a distance of 30.4 feet and South 33° 26' West a distance of 9.7 feet to the point of beginning.

purchase price at the rate of eight per cent per annum from the 1st day of September, 1973 which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

All payments to be made hereunder shall be made at or at such other place as the seller may direct in writing.

Together with a water right to the spring located on property conveyed by a real estate contract to Elwood H. Larson as recorded under Auditor's file no. 593149, Jan. 24, 1972  
TOWIT: (Seller reserve a non-exclusive water right to the spring on the described property for a period of five years from Jan. 22, 1972).

114297  
9-27-73  
114236

As referred to in this contract, "date of closing" shall be Date of recording

- (1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be levied against or granted hereafter become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase any property taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.
- (2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.
- (3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.
- (4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use; and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.
- (5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by Security Title Insurance Company of Washington, insuring real estate as of the date of closing and containing no exceptions other than the following:
  - a. Printed general exceptions appearing in said policy form;
  - b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject; and
  - c. Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.
- (6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due the seller under this contract.

TL-1-66  
117260

9-27-73

890057

~~897173~~

The terms and conditions of this contract are as follows: The purchase price is  
**Forty thousand and no/100** ----- (\$ 40,000.00) Dollars, of which  
**Fifteen thousand five hundred and no/100** ----- \$ 15,500.00) Dollars have  
 been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:  
**Two hundred and five and no/100** ----- (\$205.00 ) Dollars,  
 or more at purchaser's option, on or before the **1 st** day of **October**, 1973,  
 and **Two hundred and five and no/100** ----- (\$ 205.00 ) Dollars,  
 or more at purchaser's option, on or before the **1st** day of each succeeding calendar month until the balance of said  
 purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said  
 purchase price at the rate of **eight** per cent per annum from the **1 st** day of **September**, 1973,  
 which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of  
 principal.

All payments to be made hereunder shall be made at  
 or at such other place as the seller may direct in writing.

Together with a water right to the spring located on property conveyed by a real estate  
 contract to Elwood H. Larson as recorded under Auditors file no. 593149, Jan. 24, 1972  
 To-wit: (Seller reserve a non-exclusive water right to the spring on the described property  
 for a period of five years from Jan. 22, 1972).

114497 9-27-73  
 114434

As referred to in this contract, "date of closing" shall be Date of recording

- (1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase any taxes and assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.
- (2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.
- (3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.
- (4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use; and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.
- (5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by Security Title Insurance Company of Washington, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:
  - a. Printed general exceptions appearing in said policy form;
  - b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject; and
  - c. Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.
- (6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due the seller under this contract.

TL-26 1 66

107260

19-27-73

890058 857174

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a statutory warranty WARRANTY deed to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following:

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other improvements on said real estate in good repair and not to permit waste and not to use, or permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser is entitled to possession.

(9) In case the purchaser fails to make any payment herein provided or to maintain insurance, as herein required, the seller may make such payment or effect such insurance, and any amounts so paid by the seller, together with interest at the rate of 10% per annum thereon from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller might have by reason of such default.

(10) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to re-enter and take possession of the real estate; and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his address last known to the seller.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sums shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is so entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records to determine the condition of title at the date such suit is commenced, which sums shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

*[Handwritten signatures]* (SEAL)  
*[Handwritten signatures]* (SEAL)  
*[Handwritten signatures]* (SEAL)  
*[Handwritten signatures]* (SEAL)

STATE OF WASHINGTON,  
County of

On this day personally appeared before me *[Handwritten names]* ss. *[Handwritten names]*  
to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that *[Handwritten names]* signed the same as *[Handwritten names]* free and voluntarily and, and deed,  
for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 31 day of August

*[Notary Seal]*  
Notary Public in and for the State of Washington  
residing at *[Handwritten address]*

TRANSMERICA TITLE INS. CO.  
SEP 27 10 10 AM '73  
445



Filed for Record at Request of

NAME *[Handwritten name]*  
ADDRESS *[Handwritten address]*  
CITY AND STATE *[Handwritten city and state]*

THIS SPACE RESERVED FOR RECORDER'S USE

INDEXED  
TRANSMERICA TITLE INS. CO.  
AUG 31 2 39 PM '73  
NOTION BUN BUNKER 420

9-27-73



SWNW  
NWSW

Real Estate Excise Tax  
Ch. 11 Rev. Laws 1951

698403

\$ 4.95 has been paid  
Rcpt. # 69170 Date 5-27-68

G 515159

**REAL ESTATE CONTRACT**

Sec. 64, Rev. & No. \_\_\_\_\_  
Don. & C. Son  
Clark County Treasurer

1. **Effective Date.** The effective date of this contract will be the 24<sup>th</sup> day of May, 1968.

2. **Parties.** This contract is by and between WAYNE C. ADAMS and VIOLET M. ADAMS, husband and wife, hereinafter referred to as the seller, and GARY G. YOUNGSTROM and CAROLE J. YOUNGSTROM, husband and wife, hereinafter referred to as the purchaser.

3. **Property Sold.** The seller agrees to sell to the purchaser, and the purchaser agrees to buy of the seller, the following described real estate, with the appurtenances thereon, situated in Clark County, Washington:

**Parcel 1**

That portion of the Northwest quarter of Section 10, Township 4 North, Range 1 East of the Willamette Meridian, described as follows:

Beginning at a point that is 1320 feet East of the Southwest corner of said Northwest quarter; thence East 1320 feet; thence North 1155 feet; thence West 1320 feet; thence South 1155 feet to the point of beginning.

**EXCEPT** that portion conveyed to Mary Him by deed recorded under auditor's file No. F41229, described as follows:

Beginning at the center of Section 10, a point marked by a wooden hub; thence North 60°51' West a distance of 1085.8 feet to the center of the existing County Road, known as Farm to Market Road No. 29; thence Southwesterly along the center line of said County Road to an intersection with the South line of the Northwest quarter of Section 10; thence East along the South line of the Northwest quarter of Section 10 for a distance of 1431.0 feet to the center of said Section 10 and the true point of beginning.

**ALSO EXCEPT** that portion conveyed to John C. Relyea, et ux, by deed recorded under auditor's file No. F57698, described as follows:

Beginning at the center of Section 10, a point marked by a wooden hub; thence North 60°51' West a distance of 1085.8 feet to the center of the existing County Road known as Farm to Market Road No. 29; thence Northeasterly along the center line of said County Road to an intersection with a creek, said creek being the southerly boundary of the Calvin Relyea property; thence South-easterly along said creek to the intersection with the West line of the Northeast quarter of Section 10; thence South along said West line of the Northeast quarter of the Northeast quarter of Section 10 a distance of 757.2 feet to the center of Section 10 and the true point of beginning.

**ALSO EXCEPT** that portion conveyed to J. Calvin Relyea, by deed recorded under auditor's file No. F9040, described as follows:

Beginning at the Northeast corner of the Northwest quarter of Section 10, Township 4 North, Range 1 East of the Willamette Meridian, and running thence West to first small creek; thence up the East fork of said small creek with its meanders to the center line of said Section 10; thence North to beginning.

**EXCEPTING** right of way for Pacific Highway, heretofore deeded to State of Washington.

**ALSO EXCEPT** portion lying within County Road No. 29.

**Parcel 2.**

The South 1155 feet of the Southwest quarter of the Northwest

LAW OFFICES OF  
Robison, Lundquist,  
Hammock, Linnert,  
Wahlstein & Mack  
P.O. Box 1066  
1111 Broadway  
Vancouver, Washington 98660  
663-9637

68149

1968 MAY 27

698401

quarter of Section 10, Township 4 North, Range 1 East of the Willamette Meridian.

EXCEPT that portion lying within the land conveyed to Mary Him. by deed recorded under auditor's file No. F 41229.

ALSO EXCEPT that portion conveyed to Wm. F. Howard, by deed recorded under auditor's file No. G372786, described as follows: Beginning at a point on the West right of way line of County Road No. 29, said point bears North 24°12' East a distance of 2990.6 feet from the Southwest corner of said Section 10; thence South 34°53' West along said road right of way a distance of 20.0 feet to the Southeast corner of said tract; thence North 53°15' West a distance of 29.3 feet to the Southwest corner of said tract; thence North 32°57' East a distance of 60.1 feet to the Northwest corner of said tract; thence South 53°15' East a distance of 30.1 feet to a point on the West right of way line of said County Road No. 29 for the Northeast corner of said tract; thence along said right of way line South 32°57' West a distance of 30.4 feet and South 33°26' West a distance of 9.7 feet to the point of beginning.

ALSO EXCEPT portion lying within Farm to Market Road No. 29.

Parcel 3

That portion of the Northwest quarter of the Southwest quarter of Section 10, Township 4 North, Range 1 East of the Willamette Meridian, that lies North of Farm to Market Road No. 29.

ALL SUBJECT TO

1. Right of way to Inland Power and Light
2. Right of way to Pacific Northwest Pipeline Corporation, filed under auditor's file No. 188944.
3. Easement to Clark County Public Utility District.
4. Easement to Chris Horn and Otto Meuler.
5. Right of way to Pacific Northwest Pipeline Corporation, filed under auditor's file No. G192940.
6. An easement 20 feet in width as granted by instrument filed under auditor's file No. 390387.
7. The sellers herein reserve the right to a 20 foot wide easement for ingress and egress on and across the easement described in instrument filed in auditor's file No. 390387. This easement is to insure sellers that they will have access across the land herein sold to the land lying to the north of the land sold herein and belonging to sellers. This reservation of easement shall run to the heirs, successors and assigns of sellers and is appurtenant to seller's land to the north. Purchasers, their heirs and assigns, shall also have the right to use the easement area for road purposes.

4. Payment Terms. The terms and conditions of this contract are: Purchase price of the real estate is Forty-Nine Thousand Five Hundred Dollars (\$49,500.00) of which Eight Thousand Five Hundred Dollars (\$8,500.00) has been paid, the receipt of which is hereby acknowledged, and the balance of Forty-One Thousand Dollars (\$41,000.00) will be paid in monthly installments of Two Hundred Fifty Dollars (\$250.00) each commencing August 25, 1968, and continuing monthly thereafter until the whole balance of the purchase price, both principal and interest, shall have been fully paid. The unpaid balance of the purchase price shall at all times bear interest at seven per cent (7%) per annum commencing August 25, 1968. From each payment shall first be deducted the interest to date and the balance shall be applied on the principal. Permission is granted to purchaser to make larger payments at any time, or to pay this contract in full, and the interest shall immediately cease on all payments so made.

1111 BROADWAY

698405

5. Acceleration. Notwithstanding the above provisions this contract shall be paid in full on or before August 25, 1983.

6. Possession. Purchaser shall have possession of all pasture areas on the property, except the McCormick Creek pasture, as of May 25, 1968. All the areas, including the McCormick Creek pasture and berry areas, and buildings shall remain in possession of seller until August 25, 1968 at which time possession shall pass to purchaser.

7. Future Taxes, etc. The purchaser agrees to pay before delinquency all taxes and assessments which may, as between seller and purchaser, hereafter become a lien on the real estate.

8. Prorate Items. Taxes ~~and fire insurance~~ shall be prorated between purchaser and seller as of July 10, 1968. *W.C. 2/11/74 2/11/74 (2) Y*

9. Encumbrances. The real estate is now encumbered with a first mortgage recorded under auditor's file No. G424284 and security instrument disclosed by Financing Statement filed under auditor's file No. A-2985. The obligations secured by the above instruments are to remain the sole responsibility of sellers and sellers are to hold purchasers harmless therefrom. However, purchasers shall have the right to make payment on such obligations in the event of any default therein by sellers and deduct the payments so made from the balance due on this contract.

10. Fire Insurance. The purchaser agrees to keep the buildings now on or hereafter placed upon the premises insured to the full insurable value thereof against loss or damage by fire, with extended coverage in like amount in some company acceptable to seller and to the benefit of the seller, purchaser and mortgagee as their interest may appear and to pay all premiums therefor until the purchase price has been fully paid, and to deliver to seller the insurance policies, renewals and premium receipts.

11. Acceptance of Premises. The purchaser agrees that a full inspection of the premises has been made and that neither the seller nor assigns shall be liable under any covenants respecting the condition of the premises or for any agreement for alterations, improvements or repairs unless the covenant or agreement relied upon is in writing and is attached to and made a part hereof.

12. Advancements by Seller. In the event that the purchaser shall fail to make any payments, as provided, on taxes, assessments or insurance, the seller may make such payments and effect such insurance, and any amount so paid by the seller shall be deemed a part of the purchase price and shall become payable forthwith, with interest at the rate of ten per cent (10%) per annum until paid, without prejudice to any other rights of seller by reason of such failure.

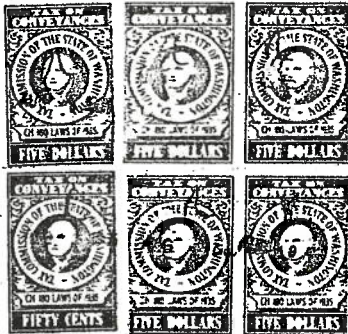
13. Title Insurance. The seller agrees to procure within ten (10) days from date a purchaser's policy of title insurance, insuring the purchaser to the full extent of the purchase price against loss or damage by reason of defect in the title of the seller to the real estate herein described.



Statutory Warranty Deed

G124283

627502



FLETCHER DANIELS TITLE CO.  
1105 Main Street - Vancouver, Wash.

WASHINGTON  
TITLE INSURANCE  
COMPANY  
SEATTLE WASHINGTON

MAIL TO FIRST FEDERAL  
SAVINGS AND LOAN ASSOCIATION  
Vancouver, WASHINGTON

Send Tax Statement to

FORM 158

Statutory Warranty Deed

THE GRANTORS Irven T. Fouch and Marjorie A. Fouch, husband and wife of Ridgefield, Washington Route 1.....  
for and in consideration of Thirty-Seven Thousand Five Hundred and no/100 Dollars.....  
(\$37,500.00)  
in hand paid, conveys and warrants to Wayne G. Adams and Violet M. Adams of Ridgefield Wash.

Route 1.....  
the following described real estate, situated in the County of Clark, State of Washington, as shown on this page and pages 2 and 3 hereto attached:

Parcel 1

That portion of the North half of the Northwest quarter of Section Ten (10), Township Four (4) North, Range One (1) East of the Willamette Meridian, in Clark County, Washington, described as follows:  
Beginning at the Southeast corner of the land conveyed to Clara Ann Anderson, by deed recorded under auditor's file No. D 14912, records of Clark County, Washington; said point being 1155 feet South and 1320 feet East of the Northwest corner of said Section; thence South 330 feet; thence East 293 feet; thence North 520 feet; thence North 5° West 140 feet; thence North 27° West 154 feet; thence North 18° West 130 feet; thence North 32° 30' West 178 feet, more or less, to the South line of the land conveyed to Adolph E. Hasselberg and wife, by deed recorded under auditor's file No. D 18571, records of Clark County, Washington; thence West 75 feet; thence South 740 feet, more or less, to the point of beginning.

Parcel 2

That portion of the Northwest quarter of Section Ten (10), Township Four (4) North, Range One (1) East of the Willamette Meridian, in Clark County, Washington, described as follows:  
Beginning at a point that is 1320 feet East of the Southwest corner of the Northwest quarter; thence East 1320 feet; thence North 1155 feet; thence West 1320 feet; thence South 1155 feet to the point of beginning.  
EXCEPT that portion conveyed to Mary Him by deed recorded under auditor's file No. F 41229, described as follows:  
Beginning at the center of Section Ten (10), a point marked by a wooden hub; thence

Dated this 6th day of August.....1965

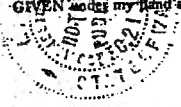
Irven T. Fouch (SEAL)  
Marjorie A. Fouch (SEAL)

Real Estate Excise Tax  
Ch. 118, Laws 1951  
\$375 has been paid  
5073 State Bonds  
Five King Burgers  
Clark County Treasurer

STATE OF WASHINGTON  
County of Clark

On this day personally appeared before me Irven T. Fouch and Marjorie A. Fouch, husband and wife to me known to be, the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 6th day of August 1965.



Wm. Him  
Notary Public in and for the State of Washington,  
residing at La Center, Washington



page 2 of deed Irven T. Fouch, et ux, to Wayne C. Adams, et ux.

North 60° 51' West a distance of 1085.8 feet to the center of the existing county road, known as Farm to Market Road No. 29; thence Southwesterly along the center line of said county road to an intersection with the South line of the Northwest quarter of Section 10; thence East along the South line of the Northwest quarter of Section 10 for a distance of 1431.0 feet to the center of said Section 10 and the true point of beginning.

ALSO EXCEPT that portion conveyed to John C. Relyea, et ux, by deed recorded under auditor's file No. F 57698, described as follows:

Beginning at the center of Section 10, a point marked by a wooden nub; thence North 60° 51' West a distance of 1085.8 feet to the center of the existing County Road known as Farm to Market Road No. 29; thence Northeasterly along the center line of said County Road to an intersection with a creek, said creek being the Southerly boundary of the Calvin Relyea property; thence Southeasterly along said creek to the intersection with the West line of the Northeast quarter of Section 10; thence South along said West line of the Northeast quarter of the Northeast quarter of Section 10 a distance of 757.2 feet to the center of Section 10 and the true point of beginning.

ALSO EXCEPT that portion conveyed to J. Calvin Relyea, by deed recorded under auditor's file No. F 9040, described as follows:

Beginning at the Northeast corner of the Northwest quarter of Section Ten (10), Township Four (4) North, Range One (1) East of the Willamette Meridian, and running thence West to the first small creek; thence up the East fork of said small creek with its meanders to the center line of said Section 10; thence North to beginning.

EXCEPTING right of way for Pacific Highway, heretofore deeded to State of Washington; said tract being also known as Assessor's Tax Lot No. 4.

Parcel 3

Beginning at a point <sup>1155 FT.</sup> 70 rods North of the Southeast corner of the Southwest quarter of the Northwest quarter of Said Section 10; thence West 40 rods; thence North 20 rods; thence East 40 rods; thence South 20 rods to the point of beginning. <sup>660 FT.</sup> <sup>330 FT.</sup>

Parcel 4

The South 1155 feet of the Southwest quarter of the Northwest quarter of Section Ten (10), Township Four (4) North, Range One (1) East of the Willamette Meridian; EXCEPT that portion lying within the land conveyed to Mary Hira by deed recorded under auditor's file No. F 41229.

ALSO EXCEPT that portion conveyed to William F. Howard, by deed recorded under auditor's file No. G 372786, described as follows:

Beginning at a point on the West right of way line of County Road No. 29 said point bears North 24° 12' East a distance of 2950.6 feet from the Southwest corner of said Section 10; thence South 34° 53' West along said road right of way a distance of 20.0 feet to the Southeast corner of said tract; thence North 53° 15' West a distance of 29.3 feet to the Southwest corner of said tract; thence North 32° 57' East a distance of 60.1 feet to the Northwest corner of said tract; thence South 53° 15' East a distance of 30.1 feet to a point on the West right of way line of said County Road No. 29 for the Northeast corner of said tract; thence along said right of way line South 32° 57' West a distance of 30.4 feet and South 33° 26' West a distance of 9.7 feet to the point of beginning. ALSO EXCEPT portion lying within Farm to Market Road No. 29.

Parcel 5

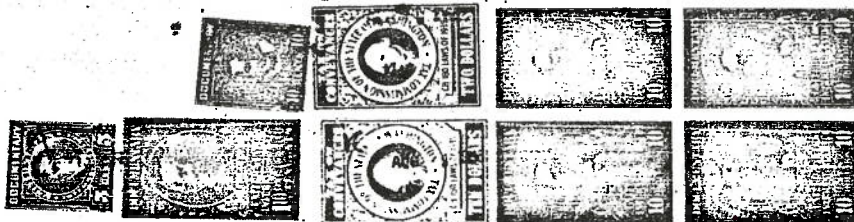
That portion of the Northwest quarter of the Northwest quarter of Section Ten (10) Township Four (4) North, Range One (1) East of the Willamette Meridian, in Clark County, Washington, described as follows:

Beginning at the Northwest corner of said Section; thence South 1155 feet; thence East 1320 feet; thence North 1155 feet; thence West 1320 feet to the point of beginning.

EXCEPT any portion thereof lying within the land conveyed to Adolph E. Hasselberg, et ux by deed recorded under auditor's file No. D 18571.

Parcel 6

That portion of the Northwest quarter of the Southwest quarter of Section Ten (10), Township Four (4) North, Range One (1) East of the Willamette Meridian, that lies North of Farm to Market Road No. 29.



627504

Page 3 of deed Irven T. Fouch, et ux, to Wayne C. Adams, et ux,

**EXCEPTING:** A right of way 20 feet in width being the North 20 feet of the North 35 acres of said Parcel Five (5) that lies West of the Charles Ben Road, as conveyed to the County of Clark, by deed recorded January 28, 1963 under auditor's file No. G 24992.  
( Affects the North 20 feet of Parcel 5

**EXCEPTING :** Pipeline right of way with right to select the route for and to construct, maintain, inspect, operate, protect, replace, alter or remove pipeline or pipelines for the transportation of oil, gas and products thereon, on over and through said premises as granted by Irven T. Fouch, et ux, to Pacific Northwest Pipeline Corporation, a Delaware corporation, by instrument dated January 4, 1956, recorded February 20, 1956, in volume D20, page 43 under auditor's file No. G 18894.

Subject to an Easement for perpetual right of way in and over said premises for the transmission of electric current, as granted by Matthew Anderson, et ux, to Public Utility District No. 1 of Clark County, a municipal corporation of the State of Washington, by instrument dated May 9, 1949, recorded June 2, 1949 in volume 466, page 426, under auditor's file No. G 24998; together with the right to cut, remove and destroy such trees and brush as may be necessary to or in constructing, maintaining and protecting such lines from damage. ( Affects Parcel 2)

Subject to an Easement 20 feet in width, as granted to George H. Wisbold and Doris B. Wisbold, husband and wife, under the terms of that certain easement recorded July 22, 1964 under auditor's file No. G 390397.

Subject to Easement for pipe line, location of which depends on location, granted by Joseph F. Eastman and Matilda Eastman, husband and wife to Chris Horn, a bachelor and Otto F. Møller, a bachelor, by deed dated January 29, 1925, recorded February 2, 1925 in volume 164, page 407, under auditor's file No. G 19314, records of Clark County, Washington, as follows:

Said grantors hereby grant and convey unto the grantees, their heirs and assigns, the exclusive right to tap and use the waters of the Spring or Springs located on the tract of land owned by us lying West of Pacific Highway, and the right to fence said Springs against stock, and the right to lay, construct and maintain a pipe line and across our said tract of land to convey said water to above tract and the right to enter in and upon the grantor's premises at all times to properly safeguard, repair, maintain, or reconstruct said pipe line. It is further covenanted by the grantors that in the event that the grantees, their heirs or assigns, fail to obtain an adequate supply of water from said springs, or for any reason they desire to convey water from any land lying West of our said tract, the right is hereby granted to lay such pipe as may be necessary upon the land of grantors, with all the rights of maintenance and repairing as hereinbefore set out.

Subject to a right of way dated February 25, 1956, executed by Matthew Anderson, et ux, to Pacific Northwest Pipeline Corporation, a Delaware corporation, upon the terms and conditions therein set forth, recorded April 18, 1956, under auditors file No. G192940. ( Affects parcels 4, 5 and 6).

Subject to an easement for a roadway, so long as the same shall be used for that purpose 20 feet in width along the North line of said land, as conveyed to C.L. Thom, by deed recorded November 26, 1943 under auditor's file No. F 17432.  
( Affects Parcel 5)

Subject to an Easement for roadway twenty feet wide, along the North line of said Parcel 5, as conveyed to Charley Ben by deed recorded August 11, 1909, in volume 79, page 31, deed records of Clark County, Washington.

Subject to a perpetual right of way in and over said land for the purpose of erecting, maintaining and operating thereon 13 poles and 5 anchors of a pole line for the transmission of electric current, as conveyed to Inland Power and Light Company, an Oregon corporation, by deed recorded February 16, 1931, under auditor's file No. D 1231.

Subject to Declaration of homestead dated June 2, 1958, executed by Irven T. Fouch, recorded June 2, 1958, under auditor's file No. G 240714 whereby declarant claims said premises as homestead.

Recorded Aug. 10, 1965 at 4:14 P.M. by Fletcher-Daniels Title Co.,  
Bruce Worthington, County Auditor

6334770

WARRANTY DEED

603650

THE GRANTORS, WM. F. HOWARD and EVA MAE HOWARD, on November 29, 1963, the date of purchase of said tract of land, were husband and wife, for and in consideration of TEN DOLLARS (\$10.00) and other valuable consideration in hand paid, convey and warrant to NORTHWEST NATURAL GAS COMPANY the following described real estate, situated in the County of Clark, State of Washington:



A tract of land lying in the Southwest Quarter of the Northwest Quarter (SW1/4NW1/4) of Section 10, Township 4 North, Range 1 East, W. M., being more particularly described as follows, to wit:

Beginning at a point in the westerly right of way line of County Road No. 29 for the northeast corner of the herein described tract, said point bears North 24°12' East a distance of 2,990.6 feet from the southwest corner of said Section 10; thence South 34°53' West along said right of way line a distance of 20.0 feet to the southeast corner of said tract; thence North 53°15' West a distance of 29.3 feet to the southwest corner of said tract; thence North 32°57' East a distance of 20.0 feet to the northwest corner of said tract; thence South 53°15' East a distance of 30.0 feet to the point of beginning, and containing 0.014 acres, more or less.

Dated this 16<sup>th</sup> day of June, 1964.

Howe Land Charge Tax  
Ch. 11 Rev. Laws 1951  
\$136 not been paid  
Receipt # 57406 Date 9-15-64  
Eva King Burrett  
Clark County Treasurer  
By [Signature]  
Treasurer

[Signature]  
WM. F. HOWARD

[Signature]  
EVA MAE HOWARD

STATE OF TEXAS )  
COUNTY OF EL PASO )

On this day personally appeared before me, WM. F. HOWARD and EVA MAE HOWARD, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 16<sup>th</sup> day of June, 1964.



[Signature]  
Notary Public in and for El Paso County, State of Texas

FILED FOR RECORD  
CLARK CO., WASH.  
SEP 15 4 11 PM '64  
CLARK COUNTY TITLE CO.  
MISSION EXPIRES JUNE 1, 1965

R/W 63668

DOCUMENT NO.  
NOTOR [Signature]

*Notary with  
6/15/64*



G387959

WARRANTY DEED

597841

38

THE GRANTORS, WM. F. HOWARD and EVA MAE HOWARD, on November 29, 1963, the date of purchase of said tract of land, were husband and wife, for and in consideration of TEN DOLLARS (\$10.00) and other valuable consideration in hand paid, convey and warrant to EL PASO NATURAL GAS COMPANY the following described real estate, situated in the County of Clark, State of Washington:

A tract of land lying in the Southwest Quarter of the Northwest Quarter (SW1/4NW1/4) of Section 10, Township 4 North, Range 1 East, W. M., being more particularly described as follows, to wit:

Beginning at a point in the Westerly right of way line of County Road No. 29 for the southeast corner of the herein described tract, said point bears North 24°12' East a distance of 2,990.6 feet from the southwest corner of said Section 10; thence North 33°26' East along said right of way line a distance of 9.7 feet to a point; thence North 32°57' East a distance of 30.4 feet to the northeast corner of said tract; thence North 53°15' West a distance of 30.1 feet to the northwest corner of said tract; thence South 32°57' West a distance of 40.1 feet to the southwest corner of said tract; thence South 53°15' East a distance of 30.0 feet to the point of beginning and containing 0.028 acres, more or less.

Dated this 11th day of June, 1964.

WM. F. HOWARD

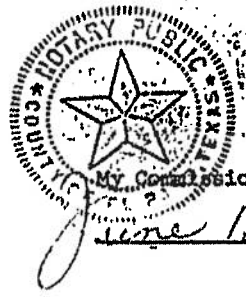
EVA MAE HOWARD

Excise Tax  
Ch. 11, Rev. Laws 1961  
10 has been paid  
Acct. # 52468 Date 6-22-64  
Ed. King District  
Ch. County Treasurer  
L. D. Thompson

STATE OF TEXAS }  
COUNTY OF EL PASO }

On this day personally appeared before me, WM. F. HOWARD and EVA MAE HOWARD, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 11th day of June, 1964.



FILED FOR RECORD  
CLARK CO., WASH.  
CLARK COUNTY TITLE CO.

JUN 22 4 16 PM '64

Notary Public in and for El Paso County, State of Texas

My Commission expires: June 1, 1966

DEE DAY  
Notary Public in and for El Paso County, Texas  
My Commission Expires June 1, 1966

R/W 63668

REG. NO. 37837

NO. E-78561

DATE June 22, 1964 at 5:00 P.M.

AMOUNT \$ 1,000.00

PREMIUM \$ 22.50

## 1. INSURED

EL PASO NATURAL GAS COMPANY

2. TITLE TO THE ESTATE, LIEN OR INTEREST INSURED BY THIS POLICY IS VESTED IN  
the named insured

## 3. ESTATE, LIEN OR INTEREST INSURED

fee simple estate

## 4. DESCRIPTION OF THE REAL ESTATE WITH RESPECT TO WHICH THIS POLICY IS ISSUED

CLARK COUNTY  
TITLE CO.

Order No. E78561

The following described real property situated in the County of Clark,  
State of Washington, to-wit:

A tract of land lying in the Southwest quarter of the Northwest quarter  
of Section 10, Township 4 North, Range 1 East of the Willamette Meridian,  
being more particularly described as follows, to-wit:

Beginning at a point in the Westerly right of way line of County Road  
No. 29 for the Southeast corner of the herein described tract, said point  
bears North 24°12' East a distance of 2,990.8 feet from the Southwest  
corner of said Section 10; thence North 33°26' East along said right of way  
line a distance of 9.7 feet to a point; thence North 32°57' East a distance  
of 30.4 feet to the Northeast corner of said tract; thence North 53°15'  
West a distance of 30.1 feet to the Northwest corner of said tract; thence  
South 32°57' West a distance of 40.1 feet to the Southwest corner of said  
tract; thence South 53°15' East a distance of 30.0 feet to the point of  
beginning.

17  
1. That certain easement for pipe line, lien of which depends on location, granted by Joseph F. Eastman and Matilda Eastman, husband and wife, to Chris Horn, bachelor, and Otto F. Meuler, bachelor, by deed dated January 29, 1925, recorded February 2, 1925, under Auditor's File No. C 19314, of Clark County Deed Records, as follows:

"Said grantors hereby grant and conveyed unto said grantees, their heirs and assigns, the exclusive right to tap and use the waters of the Spring or Springs, located on the tract of land owned by us lying West of Pacific Highway, and the right to fence said Springs against stock, and the right to lay, construct, and maintain a pipe line over and across our said tract of land to convey said water to above tract, and the right to enter in and upon the grantors' premises at all times to properly safeguard, repair, maintain, or reconstruct said pipe line.

It is further covenanted by the grantors that in the event that the grantees their heirs, or assigns, fail to obtain an adequate supply of water from said Springs or for any other reason they desire to convey water from any land lying West of our said tract the right is hereby granted to lay such pipe as may be necessary upon the land of grantors, with all the rights of maintenance and repairing as hereinbefore set out."

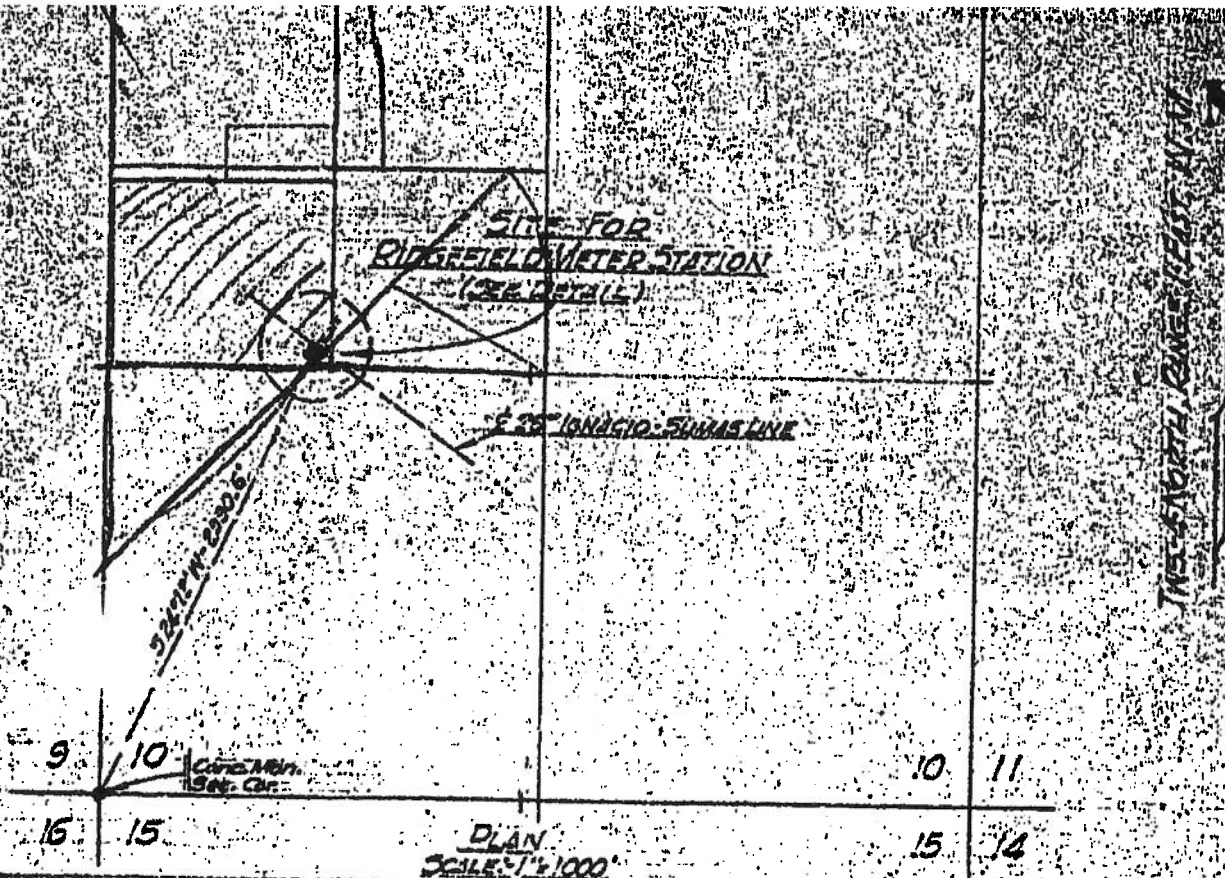
2. Easement for electric transmission and distribution line over and/or under and across said premises, granted to Public Utility District No. 1 of Clark County, by instrument recorded under Auditor's File No. G 24958. Said line consists of 2 poles with 2 down guys and anchors.

3. Easement for pipeline or pipelines for the transportation of oil, gas and the products thereof, on over and through said premises, granted to Pacific Northwest Pipeline Corporation, a Delaware corporation, its successors and assigns, by instrument recorded under Auditor's File No. G 188944, reference to which instrument is hereby made for further particulars.

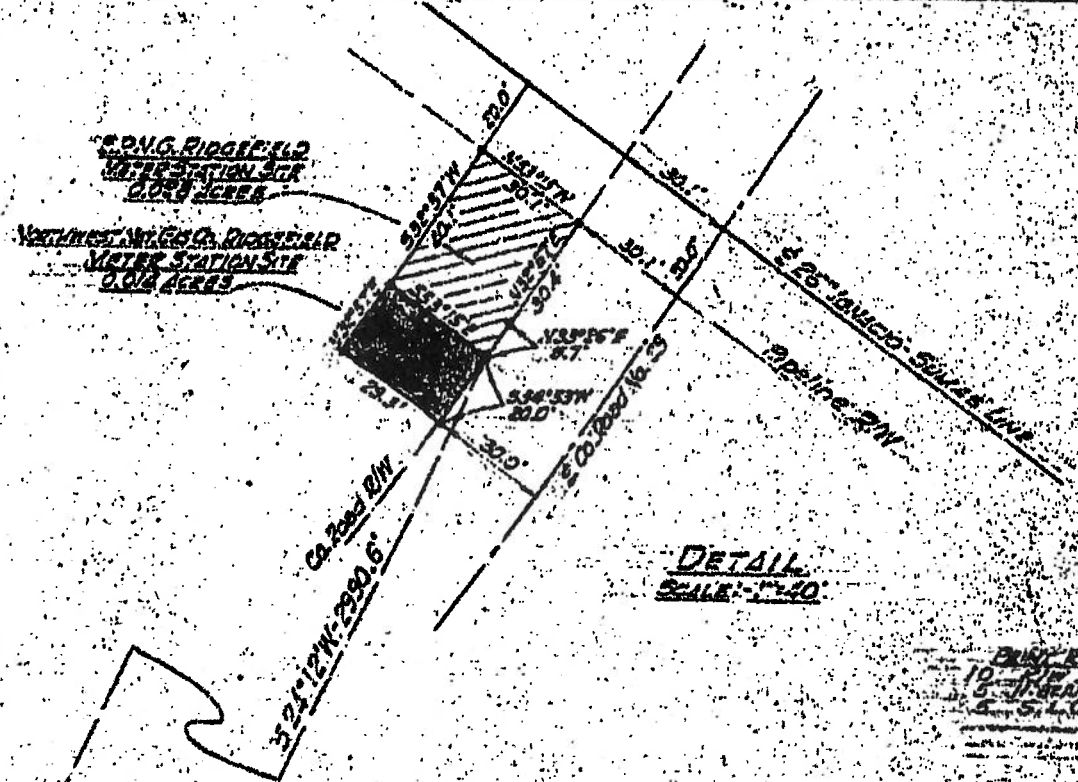
4. Easement for pipeline or pipelines for the transportation of oil, gas and the products thereof, on over and through said premises, granted to Pacific Northwest Pipeline Corporation, a Delaware corporation, its successors and assigns, by instrument recorded under Auditor's File No. G 192940, reference to which instrument is hereby made for further particulars.

#### GENERAL EXCEPTIONS

1. Encroachment of location, boundary and area, which an accurate survey may disclose; public or private easements not disclosed by the public records; rights or claims of persons in possession, or claiming to be in possession, not disclosed by the public records; material or labor liens or liens under the Workmen's Compensation Act not disclosed by the public records; water rights or matters relating thereto; any service, installation or construction charges for sewer, water or electricity.
2. Exceptions and reservations in United States Patents; right of use, control or regulation by the United States of America in the exercise of powers over navigation; limitation by law or governmental regulation with respect to subdivision, use, enjoyment or occupancy; defects, liens, encumbrances, or other matters created or suffered by the insured; rights or claims based upon instruments or upon facts not disclosed by the public records but of which rights, claims, instruments or facts the insured has knowledge.
3. General taxes not now payable; matters relating to special assessments and special levies, if any, preventing the same becoming a lien.



PLAN  
SCALE: 1"=100'



DETAIL  
SCALE: 1"=40'

DRG. ENGINEER  
12-11-65  
E. S. ...

9 10 CONC. MAN. SEC. COR.  
16 15

EL PASO NATURAL GAS COMPANY EL PASO, TEXAS		
IGNACIO-SUMAS LINE		
RIDGEFIELD METER STATION SITE		
Sec. 10, T14S-R, NORTH RANGE, EAST, W.M.		
CLARK COUNTY, WASHINGTON		
SCALE: 5/8"=1"	DATE: 10/5/65	NO.: 1400.9-K-191
DRAWN BY: U.P.D.	CHECKED BY:	

EL PASO NATURAL GAS COMPANY  
RIGHT OF WAY DEPARTMENT  
PROJECT ANALYSIS

R/W 63668

Date November 7, 1963

Project Name Ridgefield Sales Meter Site

W/O 25126

Dwg. 1400.9-X-191

Mortgage Reference 52012

By RHO:SM

Acquire a site 30' x 60' in the <sup>SW 1/4</sup> ~~SE 1/4~~ <sup>SW 1/4</sup> Section 10, Township 4 North, Range 1 East, W.M., Clark County, Washington <sup>of</sup> Ignacio Sumas Line for sales meter station. Portion to be conveyed to the distributor, N.W. Natural Gas Company.

Acreage: 0.042

Land Crossed: Fee

FILED FOR RECORD  
CL. CLK. WASH.  
G372786  
CLARK COUNTY-TITLE CO.

585399

0-10  
Document Identity:  
Tracer 63669

Dec 11 1 09 PM '63

WARRANTY DEED

THE GRANICORS, IRVEN T. FOUCH and MARJORIE A. FOUCH, husband and wife,  
for and in consideration of TEN DOLLARS (\$10.00) and other valuable con-  
sideration in hand paid, convey and warrant to WM. F. HOWARD the following  
described real estate, situated in the County of Clark, State of Washington:

A tract of land lying in the Southwest Quarter of the Northwest  
Quarter (SW<sup>1</sup>/<sub>4</sub>) of Section 10, Township 4 North, Range 1 East,  
W.M., being more particularly described as follows, to wit:

Beginning at a point on the West right of way line of County  
Road No. 29, said point bears North 24°12' East a distance  
of 2,990.6 feet from the southwest corner of said Section 10;  
thence South 34°53' West along said road right of way a dis-  
tance of 20.0 feet to the southeast corner of said tract;  
thence North 53°15' West a distance of 29.3 feet to the south-  
west corner of said tract; thence North 32°57' East a distance  
of 60.1 feet to the northwest corner of said tract; thence  
South 53°15' East a distance of 30.1 feet to a point on the  
West right of way line of said County Road No. 29 for the  
northeast corner of said tract; thence along said right of  
way line South 32°57' West a distance of 30.4 feet and South  
33°26' West a distance of 9.7 feet to the point of beginning,  
and containing 0.042 acres, more or less.

Dated this 29<sup>th</sup> day of November, 1963.



Irven T. Fouch  
IRVEN T. FOUCH

Marjorie A. Fouch  
MARJORIE A. FOUCH

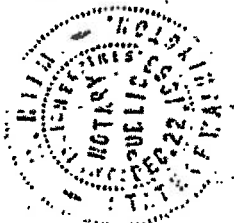
Real Estate Excise Tax  
Ch. 11 Rev. Laws 1951  
\$ 4.00  
Recd. 50591... 12/11/63

STATE OF WASHINGTON  
COUNTY OF CLARK

Clark County Recorder  
Wm. F. Howard  
Deputy

On this day personally appeared before me, IRVEN T. FOUCH and MARJORIE  
A. FOUCH, husband and wife, to me known to be the individuals described in  
and who executed the within and foregoing instrument, and acknowledged that  
they signed the same as their free and voluntary act and deed, for the uses  
and purposes therein mentioned.

GIVEN under my hand and official seal this 29<sup>th</sup> day of November, 1963.



Wm. F. Howard  
Notary Public in and for the  
State of Washington

residing at: La Center, Wash.

R/W 53668

REG. NO. 31464



Statutory Warranty Deed

G190954

Bk. D-21, Pg. 59

PUGET SOUND

CLERK OF THE COUNTY OF CLATSOP



Mail to

Send Tax Statement to

Form 447-1-Rev.

### Statutory Warranty Deed

THE GRANTOR S Matthew Anderson and Clara Ann Anderson, husband and wife of Ridgefield, Washington Route 1.....  
for and in consideration of Ten and no/100.....Dollars.....

In hand paid, conveys and warrants to Irven T. Fouch and Marjorie A. Fouch, husband and wife of Longview, Washington the following described real estate situated in the County of Clark..... State of

DESCRIPTION:

The following described real property situated in the County of Clark State of Washington, to-wit:

*LDC*  
*NW/4NW*  
Beginning at the Northwest corner of the Northwest quarter of Section 10 Township 4 North, Range 1 East of the Willamette Meridian, and running thence south 70 rods; thence East 80 rods; thence North 70 rods; thence West 80 rods to the point of beginning.

*Ex NW*  
*LDC*  
ALSO: Beginning at a point 80 rods East and 70 rods South of the Northwest corner of Section 10, Township 4 North, Range 1 East of the Willamette Meridian, said point of beginning being the Southeast corner of the Clara Ann Anderson tract as conveyed by deed recorded in Book "220" at page 991, as Auditor's File No. D 14912, records of said county; thence South 330 feet; thence East 293 feet; thence North 520 feet; thence North 5° West 140 feet; thence North 27° West 154 feet; thence North 18° West 130 feet; thence North 32° 30' West 178 feet to the south line of the Hesselberg tract; thence West 75 feet; thence South 740 feet to the point of beginning.

EXCEPT COUNTY ROADS.

*LDC*  
*SE/4NW*  
ALSO: Beginning at a point 80 rods East of the Southwest corner of the Northwest quarter of said Section 10; thence East 80 rods; thence North 70 rods; thence West 80 rods; thence South 70 rods to the point of beginning.

EXCEPT a tract of land conveyed to Mary him by deed recorded under Auditor's File No. F 41229, records of said county, described as follows:

Beginning at the center of Section 10, a point marked by a wooden hub; thence North 60° 51' West a distance of 1085.8 feet to the center of the existing county road, known as Farm to Market Road No. 29; thence Southwesterly along the center line of said county road to an intersection with the south line of the Northwest quarter of Section 10; thence East along the south line of the Northwest quarter of Section 10 for a distance of 1431.6 feet to the center of said Section 10 and the true point of beginning.

and EXCEPTING, a tract of land lying in the Northwest quarter of Section 10 Township 4 North, Range 1 East of the Willamette Meridian, fully described as follows:

Beginning at the center of Section 10, a point marked by a wooden hub; thence North 60° 51' West a distance of 1085.8 feet to the center of the existing county road known as Farm to Market Road No. 29; thence Northeasterly along the center line of said county road to an intersection with a creek, said creek being the Southerly boundary of the Calvin Kelyea property; thence Southeasterly along said creek to the intersection with the West line of the Northeast quarter of Section 10; thence South along said West line of the Northeast quarter of Section 10, a distance of 757.2 feet to the center of Section 10 and the true point of beginning.

Bk. D-21  
Pg. 60

Excepting, therefrom a strip of land 20 feet wide on the Easterly side of said county road reserved for roadway purposes.

ALSO: Beginning at a point 70 rods North of the Southeast corner of the Northwest quarter of the Northwest quarter of said Section 10; thence West 40 rods; thence North 20 rods; thence East 40 rods; thence South 20 rods to the point of beginning.

ALSO, The South 70 rods of the Southwest quarter of the Northwest quarter of said section, township and range;

EXCEPT county roads.

EXCEPTING, also, that portion of the foregoing heretofore conveyed to J. Calvin Relyea by deed recorded under Auditor's File No. F 9040, records of Clark County, Washington.

2. That certain easement for road purposes granted to Charley Ben by Deed dated February 24, 1909, recorded August 11, 1909, in Book "79" at page 31, Clark County Deed Records, as follows: "Together with an easement for a roadway, so long as the same shall be used for that purpose, 20 feet wide along the North line of the following described tract, to-wit:

Commencing at the Northwest corner of the Northwest Quarter of Section 10, same Township and Range as above; running thence South 70 rods; thence East 80 rods; thence North 70 rods; and thence west 80 rods to the place of beginning.

3. That certain easement for pipe line, lien of which depends on location, granted by Joseph P. Eastman and Matilda Eastman, husband and wife, to Chris Horn, bachelor, and Otto F. Meuler, bachelor, by deed dated January 29, 1925, recorded February 2, 1925 in Book "164" at page 407, Auditor's File No. G 19314, records of Clark County, Washington, as follows:

Said grantors hereby grant and convey unto said grantees, their heirs and assigns, the exclusive right to tap and use the waters of the Spring or Springs located on the tract of land owned by us lying West of Pacific Highway, and the right to fence said Springs against stock, and the right to lay, construct, and maintain a pipe line over and across our said tract of land to convey said water to above tract, and the right to enter in and upon the grantors' premises at all times to properly safeguard, repair maintain, or reconstruct said pipe line.

It is further covenanted by the grantors that in the event that the grantees their heirs or assigns, fail to obtain an adequate supply of water from said Springs, or for any other reason they desire to convey water from any land lying West of our said tract the right is hereby granted to lay such pipe as may be necessary upon the land of grantors, with all the rights of maintenance and repairing as hereinbefore set out."

4. That certain right of way easement granted by Matthew Anderson and Clara Ann Anderson, husband and wife, to Public Utility District No. 1 of Clark County, a municipal corporation, dated May 9, 1949, recorded June 2, 1949, as Auditor's File No. G 24958, and recorded in Book "466" at page 426, records of Clark County, Washington, as follows:

for the purpose of erecting or installing maintaining and operating thereon or thereover pole lines for transmission of electric current; together with the right to cut, remove and destroy such trees and brush as may be necessary in constructing, maintaining and protecting such lines from damage.

This line consists of 2 poles with 2 down-guys and anchors."

Bk. D-21, Pg. 61

Real Estate Excise Tax  
Ch. 11 Rev. Laws 1951  
\$ 215.00 has been paid  
Rcpt. # 5770 Date: 8-19-52  
Eva King Burgin  
Clark County Treasurer  
By Matthew Anderson  
Deputy

Dated this 19th day of August, 1952.

Matthew Anderson (SEAL)  
Clara Ann Anderson (SEAL)

STATE OF WASHINGTON, } ss.  
County of Clark

On this day personally appeared before me Matthew Anderson and Clara Ann Anderson, husband and wife of Ridgefield, Washington R 1 to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 19th day of August, 1952.

W. J. Kim  
Notary Public in and for the State of Washington,  
residing at La Center, Washington.

FILED FOR RECORD  
CLERK, CO. WASH.

Mary H. ...

1950 MAR 21 AM 9:41

INDEXED  
Deeds  
Recorder  
of Center, Wash

10-11-52

Rec'd  
Form 10

G109351

Bk. 556, Pg. 179

**REAL ESTATE CONTRACT**

THIS CONTRACT, made this 19th day of August 1952 ..... between  
Matthew Anderson and Clara Ann Anderson, husband & wife <sup>of Ridgefield, Wash. R. 1</sup> and  
Irven F. Fouch and Marjorie A. Fouch, husband & wife <sup>of Longview, Wash.</sup> hereinafter called the "purchaser."

WITNESSETH: The seller agrees to sell to the purchaser, and the purchaser agrees to purchase of the  
seller the following described real estate with the appurtenances, situate in Clark..... County,  
Washington:

NW 1/4

Beginning at the Northwest corner of the Northwest quarter of Section Ten (10) Township  
Four (4) North, Range One (1) East of the Willamette Meridian, and running thence South  
70 rods; thence East 80 rods; thence North 70 rods; thence West 60 rods to the point of...

E 1/2 NW 1/4

ALSO: Beginning at a point 80 rods East and 70 rods South of the Northwest corner of ..  
Section Ten (10) Township Four (4) North, Range One (1) East of the Willamette Meridian,  
said point of beginning being the Southeast corner of Clara Ann Anderson tract as conveyed  
by deed recorded in Book "220" at page 391, as Auditor's File No. D 41912 records of said  
county; thence South 330 feet; thence East 293 feet; thence North 520 feet; thence North 5°  
East 140 feet; thence North 27° West 151 feet; thence North 18° West 130 feet; thence North 32°  
30' West 178 feet to the South line of the Hesselberg tract; thence West 75 feet; thence South  
740 feet to the point of beginning.

EXCEPT COUNTY ROADS.

SE NW

ALSO: Beginning at a point 80 rods East of the Southwest corner of the Northwest quarter  
of said Section Ten (10); thence East 80 rods; thence North 70 rods; thence West 80 rods;  
thence South 70 rods to the point of beginning.

EXCEPT a tract of land conveyed to Mary Hinn by deed recorded under Auditor's File No. F 41229  
records of said county, described as follows:

Beginning at the center of Section Ten (10), a point marked by a wooden hub; thence North  
60° 51' West a distance of 1085.8 feet to the center of the existing county road, known as  
Farm to Market Road No. 29; thence Southwesterly along the center line of said county road  
to an intersection with the South line of the Northwest Quarter of Section Ten (10); thence  
East along the South line of the Northwest Quarter of Section Ten (10) for a distance of  
1431.0 feet to the center of said Section Ten (10); and the true point of beginning.

and EXCEPTING, a tract of land lying Northwest quarter of Section Ten (10) Township Four  
(4) North, Range One (1) East of the Willamette Meridian more fully described as follows:

Beginning at the center of Section Ten (10), a point marked by a wooden hub; thence North  
60° 51' West a distance of 1085.8 feet to the center of the existing county road, known as  
Farm to Market Road No. 29; thence Northeasterly along the center line of said county road  
to an intersection with a creek, said creek being the Southerly boundary of the Calvin Relyea  
property; thence Southeasterly along said creek to the intersection with the West line of the  
Northeast quarter of Section Ten (10); thence South along said West line of the Northeast  
quarter of Section Ten (10), a distance of 757.2 feet to the center of Section Ten (10)  
and the true point of beginning.

Excepting, therefrom a strip of land 20 feet wide on the Easterly side of said county road  
reserved for roadway purposes.

ALSO: Beginning at a point 70 rods North of the Southeast corner of the Southwest quarter  
of the Northwest quarter of said Section Ten (10); thence West 40 rods; thence North 20 rods;  
thence East 40 rods; thence South 20 rods to the point of beginning.

NW 1/4

ALSO, the South 70 rods of the Southwest quarter of the Northwest quarter of said Section,  
Township and Range;

EXCEPT county roads.

EXCEPTING, also, that portion of the foregoing heretofore conveyed to J. Calvin Relyea by deed  
recorded under Auditor's File No. F 9040, records of Clark County, Washington.

Bk. 556, Pg. 180

That certain easement for road purposes granted to Charley Ben by Deed dated February 24, 1909, recorded August 11, 1909 in Book "79" at page 31, Clark County Deed Records, as follows:

Together with an easement for roadway, so long as the same shall be used for that purpose, 20 feet wide along the North line of the following described tract, to-wit:

Commencing at the Northwest corner of the Northwest Quarter of Section Ten (10), same Township and Range as above; running thence South 70 rods; thence East 80 rods; thence North 70 rods; and East 80 rods to the place of beginning.

That certain easement for pipe line, lien of which depends on location, granted by Joseph P. Hartman and Matilda Hartman, husband and wife, to Chris Horn, bachelor and Otto Meuler, bachelor, by deed dated January 29, 1925, recorded February 2, 1925 in Book "164" at page 107, Auditor's File No. C 19314, records of Clark County, Washington, as follows:

Said grantors hereby grant and convey unto said grantees, their heirs and assigns, the exclusive right to tap and use the waters of Spring or Springs located on the tract of land owned by us lying West of Pacific Highway, and the right to fence said Springs against stock, and the right to lay, construct, and maintain a pipe line over and across our said tract of land to convey said water to a above tract, and the right to enter in and upon the grantor's premises at all times to properly safeguard, repair, maintain, or reconstruct said pipeline.

It is further covenanted by the grantors that in the event that the grantees, their heirs or assigns, fail to obtain an adequate supply of water from said Springs, or for any other reason they desire to convey water from any land lying West of our said tract, the right is hereby granted to lay such pipe as may be necessary upon the land of grantors, with all the rights of maintenance and repairing as hereinbefore set out.

That certain right of way easement granted by Matthew Anderson and Clara Ann Anderson, husband and wife to Public Utility District No. 1 of Clark County, a municipal corporation, dated May 9, 1919, recorded June 2, 1919 as Auditor's File No. C 21958 and recorded in Book "166" at page 426, records of Clark County, Washington, as follows:

For the purposes of erecting or installing maintaining and operating thereon or thereover pole lines for transmission of electric current; together with the right to cut, remove and destroy such trees and brush as may be necessary in constructing, maintaining and protecting such lines from damage.

This line consists of 2 poles with 2 down-guys and anchors".

Free of incumbrance, except: no exception

On the following terms and conditions: The purchase price is Twenty-One Thousand Five Hundred and no/100..... (\$21,500.00) dollars, of which Eight Thousand Two Hundred and no/100..... (\$8,200.00) dollars has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said purchase price as follows: The balance of \$13,300.00 shall be paid as follows: A payment of One Thousand Dollars (\$1,000.00) and interest at 5% on the unpaid balance on January 1, 1953 and payments of One Thousand Dollars (\$1,000.00) and interest at 5% on the unpaid balance on the first day of January each and every year thereafter until full payment is made. Provided, however, larger payments may be made at any payment date.

Real Estate Excise Tax  
 Ch. 11 Rev. Laws 1951  
 \$215.00 has been paid  
 Rcpt. # 5940 Date 8-18-52  
 Eva King Burgin  
 Clark County Treasurer  
 By M.H. Kelle Deputy

The purchaser agrees: (1) to pay before delinquency all payments of whatsoever nature, required to be made upon or by virtue of said mortgage, if any; also all taxes and assessments which are above assumed by him, if any, and all which may, as between grantor and grantee, hereafter become a lien on the premises; and also all taxes which may hereafter be levied or imposed upon, or by reason of, this contract or the obligation thereby evidenced, or any part thereof; (2) to keep the buildings now and hereafter placed upon the premises unceasingly insured against loss or damage by fire, to the full insurable value thereof, in the name of the seller as owner, in an insurance company satisfactory to the seller for the benefit of the mortgagee, the seller, and the purchaser, as their interests may appear, until the purchase price is fully paid, and to deliver to seller the insurance policies, renewals, and premium receipts, except such as are required to be delivered to the mortgagee; (3) to keep the buildings and all other improvements upon the premises in good repair and not to permit waste; and (4) not to use the premises for any illegal purpose.

In the event that the purchaser shall fail to pay before delinquency any taxes or assessments or any payments required to be made on account of the mortgage, or to insure the premises as above provided, the seller may pay such taxes and assessments, make such payments, and effect such insurance, and the amounts paid therefor by him shall be deemed a part of the purchase price and become payable forthwith with interest at the rate of 10 per cent per annum until paid, without prejudice to other rights of seller by reason of such failure.



The purchaser agrees to assume all risk of damage to any improvements upon the premises, or of the taking of any part of the property for public use; that no such damage or taking shall constitute a failure of consideration, but in case of such damage or taking, all moneys received by the seller by reason thereof shall be applied as a payment on account of the purchase price of the property, less any sums of money which the seller may be required to expend in procuring such money, or at the election of the seller, to the rebuilding or restoration of such improvements.

The seller agrees, upon receiving full payment of the purchase price and interest in the mortgage above specified, to execute and deliver to purchaser a Warranty deed to the property, excepting such part thereof which may hereafter be condemned, if any, free of incumbrances except those above mentioned, and any that may accrue hereafter through any person other than the seller.

The seller has delivered, or within ten days herefrom will procure and deliver, to the purchaser, a title policy in usual form issued by the Puget Sound Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage occasioned by reason of defect in, or incumbrance against, seller's title to the premises, not assumed by the purchaser, or as to which the conveyance hereunder is not to be subject.

The parties agree: (1) to execute all necessary instruments for the extension of payment or renewal of said mortgage during the period prior to the delivery of said deed, or the termination of purchaser's rights by virtue of the provisions hereof; provided the seller shall not be obligated thereby to assume any personal obligation or to execute any mortgage providing for a deficiency judgment against the seller, or securing a principal indebtedness in excess of that now unpaid on the above mentioned mortgage or bearing an interest rate of more than two per cent greater than that of the original mortgage indebtedness; (2) that the purchaser has made full inspection of the real estate and that no promise, agreement or representation respecting the condition of any building or improvement thereon, or relating to the alteration or repair thereof, or the placing of additional improvements thereon, shall be binding unless the promise, agreement or representation be in writing and made a part of this contract; (3) that the purchaser shall have possession of the real estate on August 19, 1932, and be entitled to retain possession so long as purchaser is not in default in carrying out the terms hereof; and (4) that, upon default, forfeiture may be declared by notice sent by registered mail to the address of the purchaser, or his assigns, last known to the seller.

These in the absence hereof, and in the event the purchaser shall fail to comply with or perform any condition or agreement hereof promptly at the time and in the manner herein required, the seller may elect to terminate all of the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the premises shall be forfeited to the seller as liquidated damages, and the seller shall have the right to re-enter and take possession of the property; and if the purchaser within the months after such forfeiture shall commence an action to procure an adjudication of the termination of the purchaser's rights hereunder, the purchaser agrees to pay the expense of searching the title for the purpose of such action, together with all costs and a reasonable attorney's fee.

In witness whereof the parties have signed and sealed this contract the day and year first above written.

Matthew Anderson (Seal)  
Elsie Ann Anderson (Seal)  
Irven T. Fouch (Seal)  
Marjorie A. Fouch (Seal)

STATE OF WASHINGTON

County of Clark

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 19th day of August, 1932, personally appeared before me Matthew Anderson, husband & wife, Seller, and Irven T. Fouch and Marjorie A. Fouch, who executed the foregoing instrument, and acknowledged the same to be the free and voluntary act and deed, for the uses and purposes therein expressed, and that they have signed and sealed the day and year last above written.

M. J. Hiss  
Notary Public in and for the state of Washington,  
residing at La Center, Wash.



FILED FOR RECORD  
CLARK CO. WASH.  
BY CLARK COUNTY RECORDER & TITLE CO.  
220

1932 AUG 19 PM 4:03

REGISTERED INDEXED  
VOL 556 PAGE 177  
ALERTOR C. J. B. B.

REAL ESTATE CONTRACT

MAIL TO

10-4

W2 NW  
SW NW

Ex. 373,  
Pg. 290

WASHINGTON  
TITLE INSURANCE  
COMPANY

F41228

Statutory Warranty Deed

Form L-3



THE GRANTOR CALVIN LEE STEWART, an unmarried man  
(a bachelor)

for and in consideration of Ten and No /100 ----- Dollars  
(\$ 10.00 ), in hand paid, conveys and warrants to

MATTHEW ANDERSON and CLARA ANN ANDERSON, husband and wife  
the following described real estate, situate in the County of Clark State of  
Washington:

Those portions of the Northwest Quarter of Section Ten  
(10), Township Four (4) North, Range One (1) East of the  
Willamette Meridian, described as follows:

Tract "A" <sup>1300 feet</sup> <sup>155 feet</sup>

Beginning at a point eighty (80) rods East of the Southwest  
corner of the Northwest Quarter of the said Section Ten (10);  
thence East 80 rods; thence North 70 rods; thence West 20 rods;  
thence South 70 rods to the point of beginning.

EXCEPT the following tract: Beginning at the center of Section 10,  
a point marked by a wooden hub; thence N. 60° 51' 7" a distance of  
1085.8 feet to the center of the existing County Road known as Farm to  
Market Road #29; thence southwesterly along the center line of said  
County Road to an intersection with the south line of the N.W. Quarter  
of Section 10, thence east along the South line of the N.W. Quarter  
of Section 10, for a distance of 1431.0 feet to the center of Section  
10 and true point of beginning, EXCEPTING therefrom a strip of land  
20 feet wide on the easterly side of said County Road reserved for  
roadway purposes - this tract containing 8.74 acres more or less.

Tract "B"

Beginning at a point 70 rods North of the Southeast corner of the  
Southwest Quarter of the Northwest Quarter of said Section 10; thence  
West 40 rods; thence North 20 rods; thence East 40 rods; thence South  
20 rods to the point of beginning.

Tract "C"

The South 70 rods of the Southwest Quarter of the Northwest Quarter  
of said Section, Township and Range.  
EXCEPT County Roads.

Dated this 18th day of May, A. D. 1945.



*Calvin Lee Stewart* (Seal)

..... (Seal)

STATE OF WASHINGTON  
County of Clark

On this day personally appeared before me Calvin Lee Stewart, an unmarried man

known to be the individual described in and who executed the within and foregoing instrument, and  
signed the same as his free and voluntary act and deed, for the  
and purposes therein mentioned.



Under my hand and official seal this 18th day of May, 1945.



*M.A. Rieff*  
Notary Public in and for the State of Washington,  
residing at La Center.



Recorded May 13, 1945 at 9:58 A.M., by Fletcher-Daniels Abst. Co.,  
J.W. Albinson, County Auditor.

EXHIBIT A  
LEGAL DESCRIPTION FOR  
ADJUSTED ASSESSOR'S PARCEL NO. 211470-000

June 16, 2021

A parcel of land lying in a portion of the Southwest quarter of the Northwest quarter, Section 10, Township 4 North, Range 1 East of the Willamette Meridian, Clark County Washington, described as follows:

COMMENCING at a concrete monument in case with cover marking the Northwest corner of said Section 10;

THENCE South  $01^{\circ} 41' 04''$  West, along the West line of the Northwest quarter of said Section 10, a distance of 1474.83 feet to the Southwest corner of that parcel of land conveyed to John C. Relyea as described under Auditor's File No. G-565784;

THENCE leaving said West line, South  $88^{\circ} 18' 56''$  East, along the South line of said Relyea parcel and the Easterly extension thereof, a distance of 770.13 feet to the Northwest corner of the Esther Johnson Irrevocable Trust parcel as described under Auditor's File No. 5744031, records of said County;

THENCE continuing South  $88^{\circ} 18' 56''$  East, along the North line of said Esther Johnson Irrevocable Trust parcel, a distance of 600.00 feet to the Northeast corner thereof;

THENCE South  $01^{\circ} 40' 04''$  West, along the East line of said Esther Johnson Irrevocable Trust parcel, a distance of 824.65 feet to a point on the North right of way line of NW Spencer Road (AKA County Road No. 29), said point being 30.00 feet Northerly of, when measured perpendicular to, the centerline of said Road, said point also being on a non-tangent 1462.39 foot radius curve to the left;

THENCE along said North right of way line, and along said non-tangent 1462.39 foot radius curve to the left (the long chord of which bears South  $37^{\circ} 49' 22''$  West, a distance of 220.27 feet), an arc distance of 220.48 feet;

THENCE continuing along said North right of way line, South  $33^{\circ} 30' 13''$  West, a distance of 17.49 feet to the Northeast corner of the El Paso Natural Gas Company parcel as described under Auditor's File No. G-387959, records of said County;

THENCE continuing along said North right of way line, South  $33^{\circ} 30' 13''$  West, a distance of 19.19 feet to a point hereinafter referred to as "Point A";

THENCE leaving said North right of way line, North 54° 45' 00" West, a distance of 100.05 feet to a point 130.00 feet Northerly of, when measured perpendicular to, the centerline of said NW Spencer Road;

THENCE South 33° 30' 13" West, a distance of 69.90 feet;

THENCE South 54° 45' 00" East, a distance of 99.59 feet to a point on the North right of way line of said NW Spencer Road, said point being 30.00 feet Northerly of, when measured perpendicular to, the centerline of said Road, said point also being on a non-tangent 542.96 foot radius curve to the left;

THENCE along said North right of way line, and along said non-tangent 542.96 foot radius curve to the left (the long chord of which bears North 35° 20' 38" East, a distance of 9.87 feet), an arc distance of 9.87 feet to the TRUE POINT OF BEGINNING;

THENCE continuing along said North right of way line, and along said 542.96 foot radius curve to the left (the long chord of which bears North 34° 09' 48" East, a distance of 12.51 feet), an arc distance of 12.51 feet;

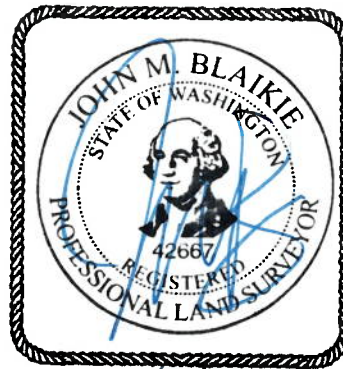
THENCE continuing along said North right of way line, North 33° 30' 13" East, a distance of 7.50 feet to a point which bears South 33° 30' 13" West, a distance of 40.02 feet from aforementioned "Point A";

THENCE leaving said North right of way line, North 54° 45' 00" West, a distance of 30.01 feet to a point 60.00 feet Northerly of, when measured perpendicular to, the centerline of said NW Spencer Road;

THENCE South 33° 30' 13" West, a distance of 20.01 feet to a point which bears North 54° 45' 00" West from the TRUE POINT OF BEGINNING;

THENCE South 54° 45' 00" East, a distance of 29.87 feet to the TRUE POINT OF BEGINNING

Containing 599 square feet, more or less.



6/16/21

**EXHIBIT SKETCH TO ACCOMPANY LEGAL  
DESCRIPTION FOR  
ADJUSTED APN 211470-000**

LYING IN THE SW 1/4 OF THE NW 1/4, SECTION 10,  
T.4N., R.1E., W.M.,  
CLARK COUNTY, WASHINGTON

**4 3**  
**9 10** **POINT OF COMMENCEMENT**  
NW CORNER OF SECTION 10,  
T.4N., R.1E., W.M.

S 01°41'04" W  
1474.83' (1474.93')

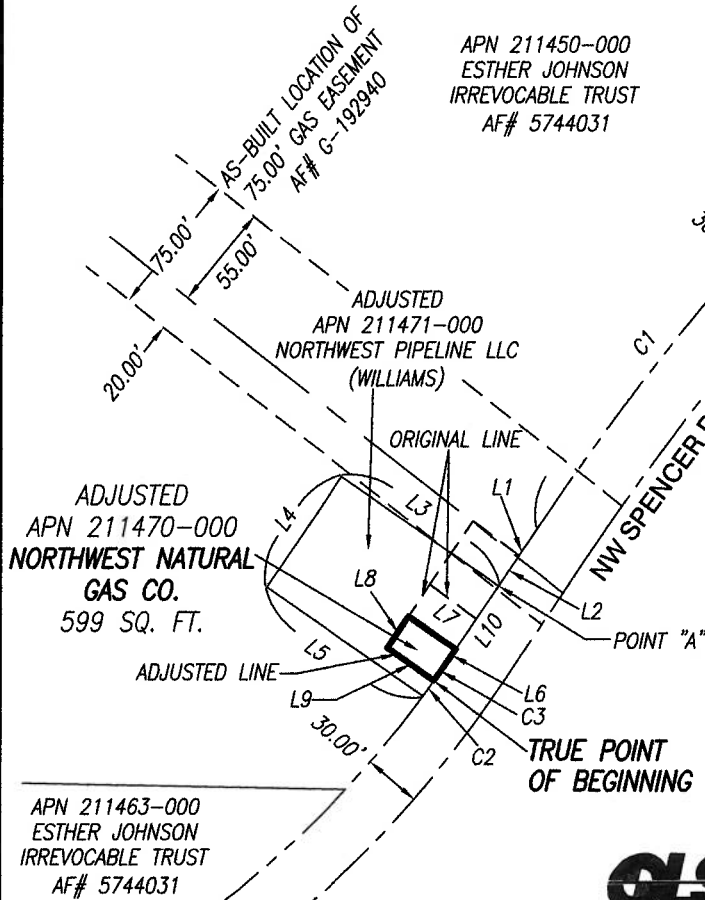
S 88°18'56" E (600.00')

S 88°18'56" E  
770.13' (770.00')

S 01°40'04" W  
824.65'

SCALE: 1"=100'

APN 211450-000  
ESTHER JOHNSON  
IRREVOCABLE TRUST  
AF# 5744031



● DENOTES FOUND 1/2" IRON ROD

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 33°30'13" W	17.49'
L2	S 33°30'13" W	19.19'
L3	N 54°45'00" W	100.05'
L4	S 33°30'13" W	69.90'
L5	S 54°45'00" E	99.59'
L6	N 33°30'13" E	7.50'
L7	N 54°45'00" W	30.01'
L8	S 33°30'13" W	20.01'
L9	S 54°45'00" E	29.87'
L10	S 33°30'13" W	40.02'

CURVE TABLE

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	8°38'18"	1462.39'	220.48'	S 37°49'22" W	220.27'
C2	1°02'29"	542.96'	9.87'	N 35°20'38" E	9.87'
C3	1°19'11"	542.96'	12.51'	N 34°09'48" E	12.51'

**OLSON** LAND SURVEYORS  
**ENGINEERS**  
ENGINEERING INC. 222 E. EVERGREEN BLVD., VANCOUVER, WA 98660

1-360-685-1385  
1-503-289-9936

EXHIBIT A  
LEGAL DESCRIPTION FOR  
ADJUSTED ASSESSOR'S PARCEL NO. 211471-000

June 16, 2021

A parcel of land lying in a portion of the Southwest quarter of the Northwest quarter, Section 10, Township 4 North, Range 1 East of the Willamette Meridian, Clark County Washington, described as follows:

COMMENCING at a concrete monument in case with cover marking the Northwest corner of said Section 10;

THENCE South 01° 41' 04" West, along the West line of the Northwest quarter of said Section 10, a distance of 1474.83 feet to the Southwest corner of that parcel of land conveyed to John C. Relyea as described under Auditor's File No. G-565784;

THENCE leaving said West line, South 88° 18' 56" East, along the South line of said Relyea parcel and the Easterly extension thereof, a distance of 770.13 feet to the Northwest corner of the Esther Johnson Irrevocable Trust parcel as described under Auditor's File No. 5744031, records of said County;

THENCE continuing South 88° 18' 56" East, along the North line of said Esther Johnson Irrevocable Trust parcel, a distance of 600.00 feet to the Northeast corner thereof;

THENCE South 01° 40' 04" West, along the East line of said Esther Johnson Irrevocable Trust parcel, a distance of 824.65 feet to a point on the North right of way line of NW Spencer Road (AKA County Road No. 29), said point being 30.00 feet Northerly of, when measured perpendicular to, the centerline of said Road, said point also being on a non-tangent 1462.39 foot radius curve to the left;

THENCE along said North right of way line, and along said non-tangent 1462.39 foot radius curve to the left (the long chord of which bears South 37° 49' 22" West, a distance of 220.27 feet), an arc distance of 220.48 feet;

THENCE continuing along said North right of way line, South 33° 30' 13" West, a distance of 17.49 feet to the Northeast corner of the El Paso Natural Gas Company parcel as described under Auditor's File No. G-387959, records of said County;

THENCE continuing along said North right of way line, South 33° 30' 13" West, a distance of 19.19 feet to the TRUE POINT OF BEGINNING;



THENCE leaving said North right of way line, North 54° 45' 00" West, a distance of 100.05 feet to a point 130.00 feet Northerly of, when measured perpendicular to, the centerline of said NW Spencer Road;

THENCE South 33° 30' 13" West, a distance of 69.90 feet;

THENCE South 54° 45' 00" East, a distance of 99.59 feet to a point on the North right of way line of said NW Spencer Road, said point being 30.00 feet Northerly of, when measured perpendicular to, the centerline of said Road, said point also being on a non-tangent 542.96 foot radius curve to the left;

THENCE along said North right of way line, and along said non-tangent 542.96 foot radius curve to the left (the long chord of which bears North 35° 20' 38" East, a distance of 9.87 feet), an arc distance of 9.87 feet;

THENCE leaving said North right of way line, North 54° 45' 00" West, a distance of 29.87 feet;

THENCE North 33° 30' 13" East, a distance of 20.01 feet to a point 60.00 feet Northerly of, when measured perpendicular to, the centerline of said NW Spencer Road;

THENCE South 54° 45' 00" East, a distance of 30.01 feet to a point on the North right of way line of said NW Spencer Road, said point being 30.00 feet Northerly of, when measured perpendicular to, the centerline of said Road, said point of which bears South 33° 30' 13" West, from the TRUE POINT OF BEGINNING;

THENCE North 33° 30' 13" East, a distance of 40.02 feet to the TRUE POINT OF BEGINNING

Containing 6,387 square feet, more or less.



4 3  
9 10  
POINT OF COMMENCEMENT  
NW CORNER OF SECTION 10,  
T4N, R1E, W.M.

EXHIBIT SKETCH TO ACCOMPANY LEGAL  
DESCRIPTION FOR  
ADJUSTED APN 211471-000  
LYING IN THE SW 1/4 OF THE NW 1/4, SECTION 10,  
T.4N., R.1E., W.M.,  
CLARK COUNTY, WASHINGTON

S 01°41'04" W  
1474.83' (1474.93')

S 88°18'56" E (600.00')

S 88°18'56" E  
770.13' (770.00')

S 01°40'04" W  
824.65'

SCALE: 1"=100'

APN 211450-000  
ESTHER JOHNSON  
IRREVOCABLE TRUST  
AF# 5744031

ADJUSTED  
APN 211471-000  
NORTHWEST PIPELINE LLC  
(WILLIAMS)  
6,387 SQ. FT.

ADJUSTED LINE

APN 211463-000  
ESTHER JOHNSON  
IRREVOCABLE TRUST  
AF# 5744031

ORIGINAL LINE

TRUE POINT  
OF BEGINNING

ADJUSTED  
APN 211470-000  
NW NATURAL GAS CO.

● DENOTES FOUND 1/2" IRON ROD

LINE TABLE

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